

K-38352  
**REAL ESTATE CONTRACT**

Vol. 1480 Page 3271  
FORM 1984 (3-84)

**58605**

THIS CONTRACT, made and entered into this 31st day of August, 1985,  
between Mark A. Shepperd and Carol L. Shepperd, husband and wife,

hereinafter called the "seller;" and Chris Wieland,

hereinafter called the "purchaser;"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Klamath County, State of Oregon

Lot 7, Block 1, Tract 1017, Mountain Lakes Homesites, consisting of approximately 1.16 acres and commonly known and designated as Box 214, Harriman Route, Klamath Falls, Oregon 97601.

The terms and conditions of this contract are as follows: The purchase price is twenty-six thousand-----  
fifty----- (\$ 26,000.00 ) Dollars, of which  
(\$ 50.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three hundred dollars (\$300.00), or more at the option of the purchaser, shall be paid on or before the 27th day of each month, beginning on or before January 27, 1986, and continuing until the entire purchase price, together with interest on the diminishing balances computed at the rate of ten percent (10%) per annum, shall have been paid in full, provided, however, that the entire amount shall have been paid in full on or before January 27, 1993. Interest shall be included in the aforesaid monthly payments and shall be accrued from January 27, 1986. In addition to the aforesaid payments, purchaser shall, on or before January 27, 1986, install, at his sole expense, a functional septic system and well pump adequate for the property, and shall also install flooring and carpeting acceptable to the seller, on or before January 27, 1986. Failure to make such installations shall constitute a default on the part of the purchaser.

All payments to be made hereunder shall be made at \_\_\_\_\_  
or at such other place as the seller may direct in writing.  
As referred to in this contract, "date of closing" shall be the date hereof.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by VICOR TITLE INSURANCE COMPANY OF CALIFORNIA, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements, restrictions and reservations of record.

(7a) Purchaser and seller shall share equally in payment of any excise or transfer tax levied as a result of this transaction and shall share equally in the cost of title insurance.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such a suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Chris Wieland (SEAL)  
Mark A. Shepperd (SEAL)  
Carol L. Shepperd (SEAL)

Tax Stmt. to: Chris Wieland  
Box 214, Harriman, Oregon 97111  
Return to: KCTC

STATE OF OREGON } ss  
COUNTY OF Klamath }  
On this day personally appeared before me  
Chris Wieland  
to me known to be the individual described in and who  
executed the within and foregoing instrument, and  
acknowledged that he signed the same as  
his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
2nd day of August, 1985  
Notary Public in and for the State of Oregon  
residing at Klamath Falls, Oregon  
Comm. ex. 4-8-88

STATE OF WASHINGTON } ss  
COUNTY OF }  
On this day of , 19 ,  
before me, the undersigned, Notary Public in and for the State of Washington, duly  
commissioned and sworn, personally appeared  
and  
to me known to be the President and Secretary,  
respectively, of  
the corporation that executed the foregoing instrument, and acknowledged the said  
instrument to be the free and voluntary act and deed of said corporation, for the uses  
and purposes therein mentioned, and on oath stated that  
authorized to execute the said instrument and that the seal affixed is the corporate seal  
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above  
written.  
Notary Public in and for the State of Washington,  
residing at

STATE OF WASHINGTON, } ss  
County of KING }

On this day personally appeared before me  
MARK A. SHEPPERD AND CAROL L. SHEPPERD  
to me known to be the individual S described in and who executed the within and foregoing instrument, and  
acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this SIXTH day of JANUARY, 1986

Donna M. Shaw  
Notary Public in and for the State of Washington,  
residing at RENTON

ACKNOWLEDGMENT - INDIVIDUAL  
FIRST AMERICAN TITLE COMPANY  
NAT. 48

3273

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 26th day  
of February A.D., 19 86 at 2:03 o'clock P M., and duly recorded in Vol. M86  
of Deeds on Page 3271  
By Evelyn Biehn, County Clerk Pam Smith.

FEE \$13.00