

OA

62331

CONTRACT—REAL ESTATE

Vol. 1480 Page 9941

THIS CONTRACT, Made this 7th day of June, 19 81, between
NEIL GARRETT and LEE/SCHRODER

and PAT JUHL, hereinafter called the seller,
 _____, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller
 agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands
 and premises situated in Klamath County, State of Oregon, to-wit:

See Attached Legal Description

****SPECIAL TERMS:** To equalize the effect of inflation, it is agreed that on the first
 day of each year hereafter, the balance due and the monthly payments shall be charged
 by the same percentage that national consumer price index uses the previous year,
 either up or down. The adjustment shall not be below the rate mentioned in this
 Contract.

for the sum of THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00)
 (hereinafter called the purchase price) on account of which TWO THOUSAND AND NO/100
 Dollars (\$ 2,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
 seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 28,000.00) to the order of
 the seller in monthly payments of not less than FIVE HUNDRED AND NO/100
 Dollars (\$ 500.00) each,

payable on the 15th day of each month hereafter beginning with the month of July, 19 81,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
 ferred balances of said purchase price shall bear interest at the rate of 10% per cent per annum from
June 7, 1981 until paid, interest to be paid monthly and * ~~being included in~~ the minimum
 monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the
 parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on June 7, 19 81, and may retain such possession so long as
 he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the premises and the buildings, now or hereafter erected
 thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from construction and all
 other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens;
 that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may
 be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured
 all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ full value
 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and
 all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges
 or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this
 contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within N/A days from the date hereof, he will furnish unto buyer a title insurance policy in-
 suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save
 and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase
 price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple
 unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
 permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public
 charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a creditor,
 as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose,
 use Stevens-Ness Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Neil Garrett and Lee/Schroder
 519 Mt. Whitney
 Klamath Falls, OR 97601

SELLER'S NAME AND ADDRESS

Pat Juhl
 6485 Bryant
 Klamath Falls, OR 97603

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company
 Collection Escrow Dept.

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

SAME AS BUYER NAMED ABOVE

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instru-
 ment was received for record on the
 _____ day of _____, 19____,
 at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on
 page _____ or as fee/file/instru-
 ment/microfilm/reception No. _____,
 Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____ Deputy

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and terminate and the right of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which):
In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contest so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Clatsop, ss.
Personally appeared Neil Barrett and Lee R. Schroder, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Mammoth a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Kristi L. Ridd Notary Public for Oregon
My commission expires 11/16/87

Notary Public for Oregon
My commission expires: 11-8-88

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, County of Mammoth, ss.
BE IT REMEMBERED, That on this 22nd day of May, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Neil Barrett and Lee R. Schroder known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Nancy A. Cox
Notary Public for Oregon
My Commission expires 11-8-88

CIVIL
STRUCTURAL

REGISTERED:
OREGON
CALIFORNIA
NEVADA

TELEPHONE: 884-4739
AREA CODE: 503

WILLIAM L. WALES & ASSOCIATES
CONSULTING ENGINEERS
1740 AUSTIN STREET

KLAMATH FALLS, OREGON 97601

August 27, 1981

9943

Legal Description for
Neil Garrett
PARCEL 1

A parcel of land situate in the southwest quarter of Section 20, T.38 S., R.9 E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a point from which the iron axle marking the southwest corner of Section 20, T.38 S., R.9 E., W.M., bears S 0° 15' W 288.10 feet and S 89° 39' 20" W 981.75 feet distant; thence N 0° 15' E 206.90 feet to a point; thence N 43° 05' 30" E 122.52 feet to a point on the southwesterly right-of-way line of Lakeport Boulevard, as the same is presently located and constructed; thence following said southwesterly right-of-way line along a curve to the right, the chord of which bears N 41° 14' 05" W 59.00 feet to a point; thence S 60° 03' 00" W 128.75 feet to a point; thence West 521.38 feet to a point on the easterly right-of-way line of U.S. Highway 97; thence along said easterly right-of-way line S 8° 35' 45" W 91.22 feet and S 3° 37' 45" E 135.63 feet to a point; thence East 414.09 feet to a point; thence S 74° 03' 25" E 185.31 feet, more or less, to the point of beginning, containing 3.35 acres, more or less, and being subject to all rights-of-way and/or easements of record or apparent on the premises.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 9th day
of June A.D., 19 86 at 11:16 o'clock A.M., and duly recorded in Vol. M86
of Deeds on Page 9941

Evelyn Biehn,
By _____

County Clerk

FEE \$13.00