

63268

MTC 16629-L Vol 186 Page 11597

LAND SALE CONTRACT

THIS CONTRACT, made and entered into this 1st day of July, 1986, by and between BERT G. WILCOX hereinafter called Seller, and H. E. BREEZY AYERS hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

W I T N E S S E T H:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements legally described on Exhibit "A", attached hereto and incorporated by reference herein as if fully set forth, subject to the encumbrances also set forth on Exhibit "A".

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTALLMENT 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.

It is mutually agreed as follows:

1. **Possession:** Buyer shall be entitled to possession of the property as of the date hereof;

2. **Prepayment Privileges:** After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance provided for hereinafter with interest due thereon to the date of payment;
SEE ESCROW INSTRUCTIONS.

3. **Payment of Liens and Taxes:** Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided herein, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a property receipt therefore;

4. **Insurance:** Buyer shall keep any buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the full insurable value thereof with loss payable in the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession; Buyer shall furnish Seller proof of such insurance coverage;

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5. **Waste Prohibited:** Buyer agrees that all improvements now locate or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not cut or remove any timber, trees or shubbery without Sellers prior written consent. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;

6. **Transfer of Title:** Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as provided on Exhibit "A", together with a good and sufficient Bill of Sale or Certificate of Title as appropriate and will place said documents, together with one of these agreements, in escrow at Mountain Title Company, 407 Main Street, Klamath Falls, Oregon, 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instruct said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said documents to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said documents to Seller;

7. **Tax Payment Procedures:** Until a change is requested, all tax statements shall be sent to the address designated by Seller hereinafter. Seller shall then forward such tax statements to Buyer who shall be required to pay the same and provide proof of such payment to Seller within thirty (30) days of the date of Seller's mailing of the said tax statement.

8. **Property Taken "As Is":** Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement;

9. **Consent to Assignment:** Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. In the event the within described property, any part thereof, any interest therein (whether legal or equitable) is sold, agreed to be sold, conveyed, assigned or alienated by the Buyer without having first obtained the written consent or approval of the Seller, then, at the Seller's option, all obligations secured by this instrument, irrespective of the maturity date expressed herein, shall become immediately due and payable;

10. **Time of Essence:** It is understood that and agreed between the parties that time is of the essence of this contract;

11. **Default:** In case Buyer shall fail to make the payments aforesaid, or then punctually and upon the strict terms and at the times above-specified or fail to keep any of the terms or conditions of this agreement, then the Seller at his option shall have the following rights;

a) To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or

b) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or

c) To withdraw said deed and other documents from the escrow and/or;

d) To foreclose this contract by suit or by strict foreclosure in equity.

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 determine, and the right to the possession of the premises above-described and all other rights acquired by the Buyer hereunder shall revert to and revest in said Seller without any act of re-entry, or any other act of said Seller to be performed and without any right of Buyer of return, reclamation or compensation for monies 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. The said Seller, in case of such default, shall have the right immediately, or any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right and nothing in this contract shall preclude appointment of the Seller as such receiver;

12. **Abandonment:** Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights;

13. **Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law;

14. **No Waiver:** Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision

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hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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;

15. **Binding on Successors:** This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing;

16. **Purchase Price and Payments:** The purchase price for the interest conveyed is the sum of One Hundred Ten Thousand Dollars (\$110,000.00) payable as follows:

a) The sum of Sixty-Eight Thousand Dollars (\$68,000.00) shall be payable to Seller upon closing, which said payment consists of the following:

(i) The sum of Eighteen Thousand Dollars (\$18,000.00); and

(ii) Credit in the sum of Twenty Thousand Dollars (\$20,000.00) upon conveyance of a certain bond described as follows:

STATE OF OREGON HFA (SINGLE FAM MORT)
1985 SER B REGISTERED 07/01/95 8.9000%
DTD-04/01/85;

(iii) Credit in the sum of Thirty Thousand Dollars (\$30,000.00) upon conveyance of a certain bond described as follows:

STATE OF OREGON ALT ENERGY PROJECT
SER A REGISTERED 07/01/91 7.5000%
DMD-10/01/85

b) The remaining balance of Forty-Two Thousand Dollars (42,000.00) shall be paid in monthly installments of Three Hundred Sixty Dollars and 85/100's (\$360.85) per month including interest at the rate of Nine and Three-Quarters Percent (9.75%) per annum on the unpaid balance, which said sum shall include principal and interest; the first of said payments shall be payable on the first day of August 1986, with a further and like payment payable on the first day of each month thereafter, until June 30, 1996, when the entire balance, including principal and interest, shall be fully due and payable.

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 1st day of July, 1986.

SELLER:

Bert G. Wilcox
BERT G. WILCOX

BUYER:

H.E. Breezy Ayers
H.E. BREEZY AYERS

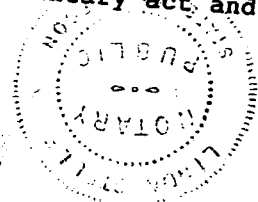
STATE OF OREGON/County of Klamath) ss.

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Personally appeared the afore-named BERT G. WILCOX and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Linda Stelle
Notary Public for Oregon
My Commission Expires: 7/13/89



STATE OF OREGON/County of Klamath) ss.

Personally appeared the afore-named H. E. BREEZY AYERS and acknowledged the foregoing instrument as her voluntary act and deed.

Before me:

Linda Stelle
Notary Public for Oregon
My Commission Expires: 7/13/89



Grantor's Name and Address:
Bert G. Wilcox
2460 Watson Street
Klamath Falls, OR 97603

Grantee's Name and Address:
H.E. Breezy Ayers
5943 Shasta Way
Klamath Falls, OR 97603

After Recording, Return To:

M.T.C.

Until a Change is Requested, All
Tax Statements Shall Be Sent To
The Following Address:

Bert G. Wilcox
2460 Watson Street
Klamath Falls, OR 97603

STATE OF OREGON/County of
Klamath) ss.

I certify that the within
instrument was received for
record on the _____ day of
_____, 1986, at
_____ o'clock _____ M., and recorded in
book/reel/volume/ no. _____
on page _____ or as fee/file
instrument/microfilm/reception
no. _____. Records of
Deeds of said County.

Witness my hand and seal of
County affixed.

BY: _____ Deputy

EXHIBIT "A"

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"Lot 1 in Block 2 of SHASTA VIEW TRACTS, LESS the Easterly 75.0 feet thereof, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon."

SUBJECT TO contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights of way of record and those apparent on the land.

ALSO SUBJECT TO the statutory powers, including the power of assessment, of South Suburban Sanitary District.

ALSO SUBJECT TO the statutory powers, including the power of assessment of Enterprise Irrigation District.

ALSO SUBJECT TO covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof,

Recorded: July 15, 1942

Book: 148, Page 397, Deed Records of Klamath County, Oregon

ALSO SUBJECT TO an easement created by instrument, including the terms and provisions thereof.

Dated: December 18, 1962

Recorded: December 18, 1962

Book: 342, Page 108, Deed Records of Klamath County, Oregon
For: Operation and maintenance of sewer line

ALSO SUBJECT TO covenants, conditions and restrictions as shown on the recorded Plat of Shasta View Tracts.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of July A.D. 19 86 at 8:59 o'clock A M., and duly recorded in Vol. M86,
of Deeds on Page 11597.

FEE \$25.00

By Bernice D. Litch County Clerk

EXHIBIT "A"