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K-38322

STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

CONTRACT - REAL ESTATE

Vol. 188 Page 16532

THIS CONTRACT, Made this 10 day of September, 1986, between Patrick M. Cooney

and William Lawrence Jones & Rosa Sharon Jones, hereinafter called the seller,

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:

Lot 18 and 19 Blk A of Railroad Addition to Malin excepting therefrom the So. 30 ft. conveyed to the City of Malin by Deed recorded in Volume 80 pg. 442 Deed of Records Klamath County Or.

Subject to reservations, covenants, conditions, rights, rights of way, and easements now of record and those apparent upon the land. Buyer accepts property in an "as is" condition.

Continuation of contract terms on reverse side.

for the sum of Twenty Six Thousand Dollars (\$26,000.00) (hereinafter called the purchase price) on account of which a down payment note contract for Dollars (\$1,000.00) is hereby acknowledged by the seller; the buyer agrees to pay the remainder of said purchase price (to-wit: \$25,000.00) to the order of the seller in monthly payments of not less than Two Hundred Thirty Three and 38/100 Dollars (\$233.38) each, including 10 3/4% interest. No prepayment penalty.

payable on the 10th day of each month hereafter beginning with the month of September, 1986, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10 3/4 per cent per annum from September 10, 1986, and 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) primarily for buyer's personal, family or household purposes.

(B) for business or commercial purposes.

The buyer shall be entitled to possession of said lands on Sept. 10, 1986, and may retain such possession so long as thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer 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 seller in defending against any such liens; that buyer 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, buyer 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 \$26,000.00 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 the time of execution of this contract, the seller has no knowledge of any liens or encumbrances upon the property described herein other than those stated herein. Seller also agrees that when said purchase price is paid in full, the seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's 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, 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 buyer's 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 the 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. 1319 or similar.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Klamath County Title #4446

NAME, ADDRESS, ZIP

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

Patrick M. Cooney
406 Central Ave.
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of _____

I certify that the within instrument 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/instrument/microfilm/reception No. _____. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

86 SEP 12 PM 3 59

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 hereof, or fail to keep any agreement herein contained, then the seller at seller's 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 and/or (3) 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 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 be held by the seller without any act 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 seller's 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 26,000.00. 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 the 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 context so requires, the singular pronoun shall be taken to mean and include the plural 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 duplicate; 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.

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.

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

(If executed by a corporation, the title of this contract, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of _____, ss.

This instrument was acknowledged before me on September 10, 1986, by Patrick M. Cooney, William Lawrence Jones, and Rosa Sharon Jones.

Mark J. Fennels
Notary Public for Oregon

My commission expires: 9/23/89

STATE OF OREGON,

County of _____, ss.

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Notary Public for Oregon

My commission expires: _____ (SEAL)

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)

A real estate tax & insurance reserve acct. shall be established at date of closing and an estimated amount paid each month in addition to the monthly payment as they come due. Excess reserves shall be credited to the following year reserves. Shortages in reserves shall be paid promptly by purchasers and no more than 30 days from notification thereof.

It is agreed between the parties that the total monthly payment shall be \$275.00. This includes the principal and interest payment together with taxes and insurance premiums which shall be paid by seller and added to the unpaid balance of principal hereunder.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ of _____ September _____ A.D. 19 86 at 3:59 o'clock P M., and duly recorded in Vol. 496 on Page 16532

FEE \$9.00

Evelyn Biehn, County Clerk
By *Ann Smith*