

RETURN TO  
OREGON HIGHWAY DIVISION  
RIGHT OF WAY SECTION  
119 TRANSPORTATION BLDG.  
SALEM, OREGON 97310

Highway Division  
File 55205

ORIGINAL

68603

LAND SALE CONTRACT

Vol. M86 Page 21637

THIS CONTRACT, made and entered into this 14 day of November, 1986, by and between the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION, Highway Division**, hereinafter referred to as "State", and **MARY ALICE BARRON**, hereinafter referred to as "Purchaser".

WITNESSETH:

That State, for the consideration hereinafter mentioned, covenants and agrees to and with Purchaser to sell and convey unto Purchaser, and Purchaser agrees to purchase from State, the following described property, to wit:

Lot 1, Block 2, CASA MANANA, Klamath County, Oregon.

The above described property shall hereafter be referred to as "premises".

1. **PAYMENTS.** Purchaser agrees to pay State therefor the sum of \$45,000.00, payable as follows:

- a. \$2,250.00 as the down payment, receipt of which is acknowledged, and
- b. The balance of \$42,750.00 and accrued interest through October 31, 1986, (\$100.14) to be paid in installments of not less than \$399.42 per month, said monthly payments to commence on December 1, 1986, and continue monthly thereafter on the 1st day of each month until the full amount of said principal and all taxes and other advances, including all interest thereon, is paid. Interest on the unpaid balance of this contract, including taxes and other advances made by State, and interest on any accrued interest, shall be at the rate of 9.5 percent per annum and shall begin on October 23, 1986. All payments made by Purchaser shall be to State at the address shown below or to such other place or person as State may designate by written notice.

Tax statements are to be sent to the following address:

Department of Transportation, Highway Division  
Transportation Bldg., Rm. 119  
Salem, OR 97310

10-29-86

86 NOV 24 PM 12 43

EX 290

17

2. UNPAID BALANCE. Purchaser may pay, without penalty, all or any part of the balance of this contract at any time prior to the time herein specified and required.

3. IMPROVEMENTS. All existing buildings and improvements and those hereafter placed upon premises shall be kept in good repair by Purchaser and not be removed prior to final payment under this contract. Purchaser will obtain State's written consent before altering or adding to any building on premises.

4. INSURANCE. Purchaser shall keep the buildings now located or hereafter placed on premises constantly insured against loss by fire in amounts which are at least equal to the balances due State under this contract. The fire insurance which shall include extended coverage shall be written in the name of Purchaser, with loss, if any, payable to State to the extent of its interest, balance, if any, payable to Purchaser. Purchaser shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage shall not be cancelled or diminished without a minimum of a 30-day written notice to State. In the event of loss, Purchaser shall give immediate notice to State. State may make proof of loss if Purchaser fails to do so within 15 days of the loss.

All proceeds of any insurance on premises shall be held by State. If Purchaser elects to restore premises, Purchaser shall repair or replace the damaged or destroyed improvements in a manner satisfactory to State. Upon satisfactory proof of restoration, State shall pay or reimburse Purchaser from the proceeds for the reasonable cost of repair or restoration. If Purchaser elects not to restore premises, State shall retain a sufficient amount of the proceeds to pay all amounts due under this contract, and shall pay the balance to Purchaser. Any proceeds which have not been paid out within 90 days after their receipt and which Purchaser has not committed to the repair or restoration of premises, shall be used to prepay first accrued

21639

interest and then principal of Purchaser's indebtedness.

At the option of State, the proceeds of any insurance policy may be used by State to repair or replace any damaged or destroyed building or buildings.

5. TAXES AND ASSESSMENTS. State will pay all real property taxes assessed against premises and improvements thereon becoming due and payable after the date of this contract, as said real property taxes become due, or in advance of the date thereof, and add said taxes to the balance of this contract. Purchaser's pro rata share of 1986-7 taxes will be added to the balance of this contract if 1986-7 taxes are assessed against premises. The amount of the monthly payments under this contract will be adjusted on January 1, 1987, and on January 1st of each year thereafter to reflect the amount of the annual real property taxes assessed against premises and improvements thereon. If supplemental real property taxes are assessed and paid by State, they may be added to the balance due on this contract without considering such taxes in computing the January adjustment of the monthly payments to be made on this contract. Except for the real property taxes as hereinabove provided, Purchaser agrees to regularly and seasonably pay all other liens, assessments, and charges, including local improvement assessments, which are or may be hereafter lawfully imposed or which constitute or will constitute liens or encumbrances against premises. If Purchaser fails or refuses to pay and discharge any of the above-mentioned liens, assessments, or charges prior to the time they are to become delinquent, State, at its option, may pay the same and add the amount expended to the unpaid balance of this contract.

6. DEED. In case Purchaser, her legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the time above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the time, intent, and tenor thereof, then State will give unto



Purchaser, her heirs or assigns, upon request and upon surrender of this contract, a deed conveying premises.

7. ASSIGNMENT. Purchaser shall not sell, assign, or transfer this contract, or sell premises on subcontracts, without the written consent of State. As a condition to such consent, State may elect to increase the interest rate hereunder from the date of such transfer or sale. State shall be entitled to adjust the monthly payments to be made hereunder to include said interest rate increase. A service charge of \$75.00 will be paid to State by Purchaser for every assignment of contract or subcontract entered into by Purchaser.

8. WAIVER. Any forbearance by State in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the existence of any such right or remedy. The procurement of insurance or the payment of liens or charges against premises by State shall not be a waiver of State's right to accelerate the maturity of the indebtedness secured by this contract.

9. DEFAULTS. Time and the prompt and punctual payment of all sums payable hereunder, and the exact performance and observance of each and all of the agreements and provisions herein contained, are in each and every case of the essence of this contract.

If Purchaser fails to pay, when the same becomes due as herein provided, any of the installments specified herein, or becomes delinquent in the payment of said installments, or any of them, or in the payment of any assessments levied or assessed or becoming payable against premises, or fails to keep premises free from liens and encumbrances accruing after this date, or otherwise fails to keep and perform the agreements herein, State may take any one or more of the following steps:

(a) Terminate this contract by giving Purchaser a 30-day notice in writing of its intentions to do so, and upon the expiration of said 30-

day period and the continued default in any covenant or condition by Purchaser during such period, then State may, without tender of performance or suit or action, declare this contract null and void, and all the rights of Purchaser in said contract and all her estate, equity, interest, or right of possession in premises shall cease and terminate, and all payments made by Purchaser to State, whether on principal or interest, or for taxes, liens, or assessments, and including any and all buildings and improvements upon premises, shall be forfeited to State, the same being considered liquidated damages for the non-performance of this contract, and State shall have the right of immediate possession of premises without the necessity of court action. Said forfeiture shall be governed by state law in effect at the time that forfeiture occurs. To the extent state law conflicts with this paragraph, state law shall apply.

(b) Elect to consider this contract existing, and, in case of a continued default by Purchaser for a period of 30 days after notice to Purchaser calling attention to such default, State may declare the whole of the unpaid balance of this contract, together with all accrued interest, immediately due and payable.

(c) Foreclose this contract by a suit in equity.

(d) Specifically enforce the terms of this contract by a suit in equity.

In the event any suit or action is brought by State to enforce the collection of the balance of this contract and interest, or to obtain possession of premises in the event Purchaser fails to surrender the same peaceably on default or for the collection of any unpaid installment or installments, Purchaser agrees to pay such reasonable attorney's fees and other costs as the court may allow to State.

10. REPRESENTATIONS. Purchaser accepts the land, buildings, improvements, and all other aspects of premises in their present condition, without any representations or warranties, expressed or implied, unless they are expressly set forth in this contract or are in writing signed by State. Purchaser agrees that Purchaser has ascertained, from sources other than State, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Purchaser accepts premises with full awareness of these ordinances and laws as they may affect the present use or any



21642

intended future use of premises, and State has made no representations with respect to such laws or ordinances.

Whenever the word "Purchaser" is used herein the same shall be deemed to include Purchaser, her heirs, administrators, executors, personal representatives, successors, or assigns.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of premises, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to premises.

In WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

Mary Alice Barron  
Mary Alice Barron

APPROVED AS TO LEGAL SUFFICIENCY

Dale K. Holman  
Assistant Attorney General

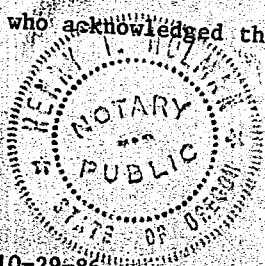
Date 10/30/86

STATE OF OREGON, by and through  
its DEPARTMENT OF TRANSPORTATION,  
Highway Division

By J. B. Boyd  
J. B. Boyd, Right of Way Manager

STATE OF OREGON, County of KLAMATH

November 12, 1986, 198  . Personally appeared the above named Mary Alice Barron, who acknowledged the foregoing instrument to be her voluntary act. Before me:



Henry J. Holman  
Notary Public for Oregon  
My Commission expires 11-23-87

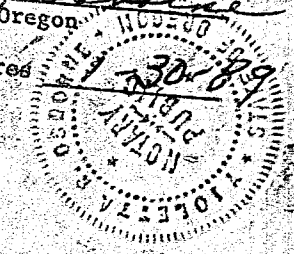
21643

STATE OF OREGON, County of Marion

November 14, 1986. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Violetta L. Osborne  
Notary Public for Oregon

My Commission expires



10-29-86  
Page 7 - LSC  
slb/ 14

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of November A.D., 19 86 at 12:43 o'clock PM., and duly recorded in Vol. M86 day  
of Deeds on Page 21637

FEE \$29.00

Evelyn Biehn, County Clerk  
By Ann Smith