

OS

83017

CONTRACT—REAL ESTATE

Vol. 187 Page 23212

THIS CONTRACT, Made this 23rd day of December

Bruce A. Froemke and Gary B. Froemke

, 19 87, between

and Harold T. Gracen and Eleanor J. Gracen

, 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:

"South half of Lot 8 and all of lot 9 in block one of Hillcrest Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon."

SUBJECT TO:

1. Reservations, restrictions, rights of way, easements of record and those apparent on the land.
2. Taxes for fiscal year 1987-88.

DEFINITIONS

for the sum of Ten thousand and no/100 - - - - - Dollars (\$10,000.00) (hereinafter called the purchase price) on account of which Five hundred and no/100 Dollars (\$500.00) 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: \$9,500.00) to the order of the seller in monthly payments of not less than Two hundred and one and 85/100 - - - - - Dollars (\$201.85) each, month

payable on the 10th day of each month hereafter beginning with the month of April 10, 1987, 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 per cent per annum from March 23, 1987 until paid, interest to be paid monthly and * being included in the minimum monthly payments above required. Taxes on said premises for the current year shall be prorated between the parties on 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.

The buyer shall be entitled to possession of said lands on March 23, 1987, and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer 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 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 \$ n/a 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.

When the purchase price has been paid in full, the seller shall execute and deliver to the buyer a deed conveying said premises to the buyer, free and clear of all liens and 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.

Bruce A. Froemke
Gary B. Froemke
Rt. 5, Bx 1033, Klamath Falls, OR

SELLER'S NAME AND ADDRESS 97601
Harold T. and Eleanor J. Gracen
866 Riverside Drive
Klamath Falls, Oregon 97601

After recording return to:
Mr. and Mrs. Harold T. Gracen
866 Riverside Drive
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address.
Mr. and Mrs. Harold T. Gracen
866 Riverside Drive
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

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 Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

DEC 31 AM 11 01

ct 1000

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, for any of them, punctually within 20 days of the time limited; therefor, 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 all other rights acquired by the buyer as against the seller hereunder shall revert to and re-vest in said 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 therefor 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.

2000 STAGHORN DRIVE
HAROLD T. GRACEN
BRUCE A. FROEMKE

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00

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.

Bruce A. Froemke
Bruce A. Froemke
Gary B. Froemke
Gary B. Froemke, by Bruce A. Froemke
POA

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

(If executed by a corporation, affix corporate seal)
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, ss.
County of Klamath
This instrument was acknowledged before me on Dec 30, 1987, by Bruce A. Foremke as Power of Attorney for of Gary B. Froemke
Notary Public for Oregon
My commission expires: 11-16-90

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)

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Harold T. Gracen the 31st day of December A.D. 19 87 at 11:01 o'clock A M., and duly recorded in Vol. M87 of Deeds on Page 23212
FEE \$10.00
Evelyn B. Vehn County Clerk
By Bernetha S. Ketch

THIS SPOKESMAN ON SITE IN THE OFFICE OF THE CLERK OF THE COUNTY OF HELLASHE VIKTORIA, ACCORDING TO THE OFFICIAL RECORDS OF THE COUNTY OF HELLASHE VIKTORIA, HAS BEEN ADVISED THAT THE FOLLOWING INSTRUMENTS WERE FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY OF HELLASHE VIKTORIA, AND THAT THE SAME HAVE BEEN RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF HELLASHE VIKTORIA.

BRUCE A. FROEMKE AND GARY B. FROEMKE
THIS CONVEYANCE WAS MADE BY 3315
RECORDED
33073
COMPLYS—FEET 3315
33073