

LOT 187597 CONTRACT - REAL ESTATE Vol 88 Page 8073

THIS CONTRACT, Made this 9th day of May, 1988, between BARBARA A. ANDERSCH and EDMOND W. ANDERSCH, husband and wife, and GEORGE A. WRIGHT and LUCY H. WRIGHT, 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, hereinafter called the buyer,

PARCEL I: Lot 5, Block 10 of the Fairview Second Addition to the City of Klamath Falls, Klamath County, Oregon, commonly known as 1502 and 1506 Sargent Street, Klamath Falls, Oregon.

PARCEL II: Lot 6, Block 9 of the Fairview Addition to the City of Klamath Falls, Klamath County, Oregon, commonly known as 1513 and 1513 1/2 Oregon Avenue, Klamath Falls, Oregon.

SUBJECT TO: 1) All outstanding real property taxes for the above described

for the sum of Forty thousand Dollars (\$ 40,000.00) (hereinafter called the purchase price) on account of which zero Dollars (\$ 0.00) is paid on the execution hereof (the receipt of which is hereby

acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit: The balance of said purchase price is payable in monthly installments of not less than \$405.70 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment is to be made on the 1st day of June, 1988, and a like payment on the same day of each month thereafter until June 1st, 2003.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 9 per cent per annum from 1, June 1988 until paid, interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of 1988

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

The buyer shall be entitled to possession of said lands on closing, 1988, 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 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 \$40,000 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 as soon as insured to the escrow agent hereinafter named. Now it is the intent of the parties that the buyer shall pay any such taxes, 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 has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by buyer. Contingently herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, buyer's heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and those encumbrances apparent upon the land

and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Mountain Title Company escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, buyer's heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the seller.

\* 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, use Stevens-ness Form No. 1319, or equivalent. (Continued on Reverse)

Barbara A. Andersch and Edmond W. Andersch, husband and wife 2301 Linda Vista KFO

George A. Wright and Lucy H. Wright 6320 HARLAN DR. Klamath Falls, OR 97603

After recording return to: GARY HEDLUND 303 PINE ST. Klamath Falls, OREGON 97601

Until a change is requested all tax statements shall be sent to the following address: 111 S. 2nd Street, Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

STATE OF OREGON, ss. County of Joseph I certify that the within instrument was received for record on the 9th day of May, 1988, at 10 o'clock AM, and recorded in book/reel/volume No. 88-1 on page 8073 or as fee/file/instrument/microfilm/reception No. 88-1 Record of Deeds of said county. Witness my hand and seal of County affixed.

By George A. Wright 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 seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (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.

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 the right to the possession of the premises above described and all other rights acquired by 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 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 \$40,000. 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 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.

**\*BUYER:** Comply with ORS 93.905 et seq prior to exercising this remedy. NOTE—The sentence between the symbols (S) and (S) is deleted. See ORS 93.030.

Other than the parties to this instrument, no person shall be bound by the terms hereof unless the person is a party to the instrument or a party to a subsequent instrument which refers to this instrument.

(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 \_\_\_\_\_ 19\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_, Notary Public for Oregon

My commission expires: \_\_\_\_\_

(SEAL)

**STATE OF OREGON**

County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_ 19\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_, 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 93.635 (2) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

Properties: PARCEL I: 1983-1987 inclusive \$4,014.43

PARCEL II: 1985-1987 inclusive 1,344.99

**ASSIGNMENT:** Buyers interest in this contract may not be assigned to any third party, except immediate family and heirs without the prior written consent of the sellers.

**ATTORNEY:** This Agreement has been prepared by Gary L. Hedlund, as attorney for the sellers. Buyers are hereby specifically advised to seek independent legal counsel.

**CONDITION OF PROPERTY:** All of the aforementioned real property and improvements thereon are sold "AS IS". There are no representations made in connection with this sale by the Sellers as to the condition or quality of the real property and improvements. Buyers have inspected the premises and rely upon their inspection as to the quality and nature of the property.

**REAL PROPERTY TAXES:** The aforementioned property is sold subject to all outstanding real property taxes for the premises. The payment of the taxes is in lieu of a down payment by the buyers. In connection therewith, the seller has exhibited to the buyer a Title Insurance Policy from Mountain Title Company indicating the current status of all delinquent taxes as of the time of this contract. Buyers agree to pay outstanding taxes due in a manner agreeable to him and the Klamath Falls Tax Assessors Offices. It is further stipulated that Buyer is responsible for all taxes, back and future, and will not permit taxes to fall into foreclosure.

**STATE OF OREGON: COUNTY OF KLAMATH: ss.**

Filed for record at request of Gary Hedlund the 24th day of May 1988 at 4:19 p.m. and duly recorded in Volume m88 at Page 8073.

Evelyn Biehn—County Clerk, Klamath County

fee \$10.00 By: Georgia J. McCarty, Deputy