

91741

CONTRACT—REAL ESTATE

Vol. m88 Page 15664

THIS CONTRACT, Made this 15 day of July, 1988, between  
Donald L. Kearney and Trudy L. Kearney, hereinafter called the seller,  
 and Michael Roy Anderson and Terri Lynn Anderson as husband & wife, hereinafter called the buyer,

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:

A parcel of land containing 0.59 acre, lying between U.S. Highway 97 and main street extension south of Crescent, Oregon, situated in the S $\frac{1}{2}$  SW 1/4 of section 30, T.24S, R.9E, W.M., Klamath County, Oregon, and more particularly described as follows:  
 Beginning at a point along the NW line of Main Street extension, from which the W. 1/16 corner common to sections 30 & 31 bears S 22°45'46" 949.70 feet; Thence N. 55° 28'40" W 90.00 feet to a point; Thence S 34°20'11" W 117.38 feet to a point; Thence from the centerline thereof; Thence along said SE line along the arc of a curve right, the chord of which bears N. 33°33'49" E. 118.04 feet to a point at the intersection with the SSN 1/64 line of section 30; Thence along said SSN 1/64 line, S. 89°10'03" E. 150.27 feet to a point; Thence S 36°32'17" W 39.35 feet to a point; Thence S. 55°28'40" E 107.97 feet to a point along the NW line of main street extension; Thence along said NW line, S. 39°56'00" W to the point of beginning.

for the sum of fifty five thousand & no/100 Dollars (\$ 55,000.00) (hereinafter called the purchase price) on account of which none Dollars (\$ 55,000.00) 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: \$ 55,000.00) to the order of the seller in monthly payments of not less than five hundred and no/100 Dollars (\$ 500.00) each,

payable on the 15 day of each month hereafter beginning with the month of August, 1988, 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 July 15, 1988, until paid, interest to be paid monthly and \* in addition to 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 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 July 15, 1988, and may retain such possession so long as thereon, in good condition and repair and will not suffer or permit any waste or strip therefrom; that 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 therefrom; 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 \$           in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer and 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 seller's expense and within            days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, 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.

\*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, or 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.

Donald L. & Trudy L. Kearney  
 PO Box 193  
 Crescent, OR 97733

SELLER'S NAME AND ADDRESS

Michael Roy & Terri L. Anderson  
 PO Box 161  
 Crescent, OR 97733

BUYER'S NAME AND ADDRESS

After recording return to:  
DONALD L. KEARNEY  
PO Box 193  
CRESCENT, OR 97733

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:  
MICHAEL & TERRI ANDERSON  
PO Box 161  
CRESCENT, OR 97733

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of            ss.  
 I certify that the within instrument was received for record on the            day of           , 1988,

at            o'clock            M., and recorded in book/reel/volume No.            on page            or as fee/tile/instrument/microfilm/reception No.           

Record of Deeds of said county  
 Witness my hand and seal of County affixed.

By            Deputy

12002

ORIGINAL 03 2222

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; and/or
  - (3) To foreclose this contract by suit in equity.
- In any of such cases, all rights and interests 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 hereunder shall revert to and 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 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.

TO HAVE AND TO HOLD

TO THE SELLER

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$55,000.00. 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 under-signed 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.

Donald L. Kearney  
Donald L. Kearney  
Trudy L. Kearney  
Michael Roy Anderson  
Terri Lynn Anderson  
Terri Lynn Anderson

\* BUYER: Comply with ORS 93.905 at seq prior to exercising this remedy. NOTE: The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.

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

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 12, 19 by Donald L. Kearney, Trudy L. Kearney, Michael Roy Anderson and Terri Lynn Anderson

NOTARY PUBLIC  
My commission expires: 9-27-91

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 12, 19 by as

Notary Public for Oregon (SEAL)  
My commission expires:

ORS 93.835 (1) Any 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 acknowledgment, 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 93.905(8) Violation of ORS 93.835 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

THIS CONTRACT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES

15666

\$55,000.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of July 15, 1988  
Donald L. and Trudy L. Kearney as husband and wife at P.O. Box 193, Crescent, Oregon 97733  
FIFTY FIVE THOUSAND and no/100 DOLLARS,  
 with interest thereon at the rate of 10 per cent. per annum from July 15, 1988  
 principal and interest payable in monthly installments of not less than \$ 500.00 until paid,  
 shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 15th day  
 of July, 1988, and a like payment on the 15th day of each month thereafter until  
July 15, 2013, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said  
 installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the  
 holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's  
 fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's  
 fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed  
 by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

x Michael Roy Anderson  
 x Jerry Lynn Anderson

FORM No. 807—INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of \_\_\_\_\_  
 of Sept. A.D., 1988 at 4:18 o'clock P.M., and duly recorded in Vol. M88 day  
 of Deeds on Page 15664

FEE \$18.00

Evelyn Biehn - County Clerk  
 By Pauline Mullens

18.00 ca