

92984

CONTRACT—REAL ESTATE

Vol. m88 Page 17843

THIS CONTRACT, Made this 21 day of October, 1988, between GREG L. HARRIS and DONNA M. HARRIS

and STEPHEN E. IHDE and NANCY J. IHDE, Husband and Wife, 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 12 in BLOCK 4, TRACT NO. 1063, THIRD ADDITION TO VALLEY VIEW, in the County of Klamath, State of Oregon. Commonly described as: 3020 Caroline, Klamath Falls, Oregon.

for the sum of Fifty Thousand and No/100----- Dollars (\$50,000.00), (hereinafter called the purchase price) on account of which Seven Thousand Five Hundred and No/100----- Dollars (\$7,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Commencing November 20, 1988, Buyers shall make monthly payments in the sum of Four Hundred Six Dollars (\$406.00) each, which payments shall include principal and interest at the rate of 10.5% per annum. In addition to said monthly payments of \$406.00 each, Buyers shall pay monthly an amount equal to 1/12th of the annual real property taxes and the taxes would be \$91.09 and 1/12th of the first insurance premium. Currently, 1/12th of making a total monthly payment due of \$516.51 each month. The total monthly payments will fluctuate each year, depending upon the change in the property taxes and fire

CONTINUED ON REVERSE SIDE

All of said purchase price may be paid at any time; all of the said deferred payments shall bear interest at the rate of 10.5 per cent per annum from Oct. 20, 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 fiscal year shall be prorated between the parties hereto as of Closing XX

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 (C) for a business or commercial purpose.

The buyer shall be entitled to possession of said lands on September 30, 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, 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 MARKET VALUE

The seller agrees that at seller's expense and within Thirty 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 covenants 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 covenants, 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.

Greg L. & Donna M. Harris

780 N.W. Cascade Court

Gresham, Oregon 97030

Stephen E. & Nancy I. Ihde

3020 Caroline

Klamath Falls, Oregon

After recording return to:

Roger C. Germundson

Post Office Box 594

Gresham, Oregon 97030

NAME, ADDRESS, ZIP

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

Greg L. & Donna M. Harris

780 N.W. Cascade Court

Gresham, Oregon 97030

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

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/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By 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; and/or
 - (3) 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 hereunder shall revert to and rest 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 heretofore 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.

Sellers shall pay no more than Five Hundred Dollars (\$500.00) of the closing costs, including fire insurance.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$50,000.00. 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 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 \otimes ; if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Multnomah

This instrument was acknowledged before me on October 25, 1988 by GREG L. HARRIS and DONNA M. HARRIS

Notary Public for Oregon

My commission expires: 11/1/92

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on October 24, 1988 by STEPHEN E. IHDE and NANCY J. IHDE

Notary Public for Oregon

My commission expires: 3-22-89

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.

CONTINUED FROM FRONT SIDE: Insurance premiums. Sellers will notify the Collection Agent, in writing, at the time payments are to change, giving the Collection Agent the new payment amount. Buyers shall continue to make like payments each and every month thereafter for sixty (60) months, at which time the entire unpaid principal balance and interest, if any, is due and payable.

Should Buyers not make the monthly payments within ten (10) days of the due date, there shall be a late charge added of Twenty-Five Dollars (\$25.00) for each late payment.

Should Buyers resell the property which is the subject of this Contract, Sellers shall be paid in full upon such sale being consummated.

Buyers may, at any time, pay off the balance owed without a prepayment penalty. Buyers may also pay off the Sellers' equity (that being the difference between the Klamath First Federal Savings & Loan Association balance and the balance remaining on this Contract), and Buyers may assume the underlying Klamath First Federal Savings & Loan Association loan, provided, however, that said lender is in agreement with that assumption. Buyers shall pay all assumption costs and fees, if any.

This Contract shall be set up for escrow collection at ASPEN TITLE & ESCROW, INC. All payments made by Buyers are to apply first to the underlying mortgage, with the residue to the Sellers. Sellers are to pay the real property taxes when due and are to provide Buyers with a receipt showing the taxes paid.

This Contract includes the following personal property: range, drapes, carpets and refrigerator. Buyers hereby acknowledge that they are accepting the property in an "AS IS" condition based upon a reduction in the purchase price for fungi rot, excessive moisture, and insufficient vents.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.
of Oct. A.D., 1988 at 11:33 o'clock A.M., and duly recorded in Vol. M88
of Deeds on Page 17843 day

FEE \$18.00

Evelyn Biehn County Clerk
By Pauline Muelken