

MTE-20660P

LAND SALE CONTRACT  
(and Security Agreement)

THIS CONTRACT, made and entered into this 1st day of November, 1988, by and between RICHARD C. MATHISON and DOROTHY L. MATHISON, husband and wife, hereinafter called Seller, and RENO S. CLARK and LEONA M. CLARK, husband and wife, hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

## W I T N E S S E T H:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements legally described as follows, to-wit:

"Lot 7, Block 4, NORTH BEAVER MARSH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon."

TOGETHER WITH a certain LAMPL mobile home bearing VIN# 11622 and Oregon License #X24331 which is firmly affixed to said real property.

SUBJECT TO: contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights of way of record and those apparent on the land.

ALSO SUBJECT TO: rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

ALSO SUBJECT TO: reservations and restrictions in the dedication of North Beaver Marsh Addition, as follows:  
"...said plat subject to the following conditions:  
(1) A 120 foot building setback line along the front of Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 1; Lots 1, 2, 3, 4 and 5, Block 2; Lots 1 and 2, Block 4, to leave a clear zone for the landing and take off of airplanes from Beaver Marsh Airport; (2) Additional restrictions as provided in recorded protective covenants; (3) A 16 foot easement to provide ingress and egress for the construction and maintenance of public utilities, said easement being centered on the back and sides of all lots."

ALSO SUBJECT TO: real estate contract, including the terms and provisions thereof,

Dated: May 24, 1983

Recorded: May 26, 1983

Volume: M83, page 8248, Microfilm Records of Klamath County, Oregon.

Vendor: Charles D. Turner

Vendee: Richard C. Mathison and Dorothy L. Mathison, husband and wife.

The vendors interest in said Real Estate Contract was assigned by Assignment of Contract and Deed,

Dated: September of 1985

Recorded: September 9, 1985

Volume: M85, page 14519, Microfilm Records of Klamath County, Oregon.

From: Charles D. Turner

To: Certified Mortgage Company

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The vendors interest in said Real Estate Contract was assigned by Assignment.

Dated: September 5, 1985

Recorded: September 9, 1985

Volume: M85, page 14520, Microfilm Records of Klamath County, Oregon.

Re-recorded: December 17, 1985

Volume: M85, page 20444, Microfilm Records of Klamath County, Oregon.

From: Certified Mortgage Company

To: Aleta Wainwright, which said contract buyers do not assume, but which said contract is to be paid from out of the proceeds in payment of the within Land Sale Contract (and Security Agreement).

ALSO SUBJECT TO: Taxes for the fiscal years 1985-86, 1986-87, 1987-88, and 1988-89 (the latter year, as pro-rated), which said taxes are to be paid from out of the proceeds in payment of the within Land Sale Contract (and Security Agreement) in accordance with paragraph 16 hereof.

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.

It is mutually agreed as follows:

1. **Possession:** Buyer shall be entitled to possession of the property as of the date hereof;

2. **Prepayment Privileges:** After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance provided for hereinafter with interest due thereon to the date of payment;

3. **Payment of Liens and Taxes:** Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of the date hereof, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided herein, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefore;

4. **Insurance:** Buyer shall keep any buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the full insurable value thereof with loss payable in the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be



borne by the Buyer on or after the date Buyer becomes entitled to possession; Buyer shall furnish Seller proof of such insurance coverage;

**5. Waste Prohibited:** Buyer agrees that all improvements now locate or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not cut or remove any timber, trees or shrubbery without Seller's prior written consent. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;

**6. Transfer of Title:** Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as provided herein, together with a good and sufficient Bill of Sale or Certificate of Title as appropriate and will place said documents, together with one of these agreements, in escrow at Mountain Title Company, 407 Main, Klamath Falls, OR 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instruct said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said documents to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said documents to Seller;

**7. Tax Payment Procedures:** Until a change is requested, all tax statements shall be sent to the address designated by Buyer hereinafter. Except for the provision of payment of past due taxes (as provided in paragraph 16 hereinafter) buyer shall be required to pay all real and personal property taxes and provide proof of such payment to Seller within thirty (30) days of the date of mailing of the said tax statement by the County Tax Collector.

**8. Property Taken "As Is":** Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that Buyer has made a personal inspection of the property so as to determine its acceptability, and has personally researched and is satisfied with the ability to obtain access to the property; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement;

**9. Consent to Assignment:** Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. Such consent shall not be unreasonably withheld.

**10. Time of Essence:** It is understood that and agreed between the parties that time is of the essence of this contract;

**11. Default:** In case Buyer shall fail to make the payments aforesaid, or them punctually and upon the strict terms and at the times above-specified or fail to keep any of the terms or conditions of this agreement, then the Seller at his option shall have the following rights;



- a) To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or
- b) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- c) To withdraw said deed and other documents from the escrow and/or;
- d) To foreclose this contract by suit or by strict foreclosure 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 determine, and the right to the possession of the premises above-described and all other rights acquired by the Buyer hereunder shall revert to and revest in said Seller without any act of re-entry, or any other act of said Seller to be performed and without any right of Buyer of return, reclamation or compensation for monies 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. The said Seller, in case of such default, shall have the right immediately, or any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right and nothing in this contract shall preclude appointment of the Seller as such receiver;

**12. Abandonment:** Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights;

**13. Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law;

**14. No Waiver:** Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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;

**15. Binding on Successors:** This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing;

**16. Purchase Price and Payments:** The purchase price for the interest conveyed is the sum of Twenty-Two Thousand Five Hundred and no/100ths Dollars (\$22,500.00) payable as follows:

(a) Buyer shall pay an initial payment in the sum of \$ 550.00, and

(b) Buyer shall be required to pay the additional sum of Eight Thousand Eight Hundred Ninety-Seven and 31/100ths Dollars (\$8,897.31), (together with interest on said sum from November 1, 1988 by paying the sum of \$125.00 each and every month into Mountain Title Co. of Klamath County Escrow #2609 (as further represented by that certain Real Estate Contract dated May 24, 1983, referred to hereinabove) until the said contract has been paid in full. The escrow agent named hereinabove shall not be required to maintain independent collection records with regard to payments made toward the said contract. It is the parties' intention that computation of principal and interest in escrow #2609 shall constitute such computations for purposes of this contract, as well. The parties further agree that a default in the performance or payments required to be made pursuant to that certain Real Estate Contract dated May 24, 1983, shall in like fashion, constitute a default in performance of the within Land Sale Contract (and Security Agreement); and

(c) The remainder of the purchase price in the amount of \$ 13,052.69 shall be payable in monthly installments of Three Hundred Eighty-One and 81/100ths Dollars (\$381.81), including interest at the rate of no percent (-0-) per annum on the unpaid balance, the first of such payments shall be payable on the 1st day of December, 1988, with a further and like payment to be due and payable on the first day of each month thereafter until March 1, 1989 when payments shall be reduced to \$125.00 per month and such payments shall be due in the sum of One Hundred Twenty-five Dollars and no/100ths Dollars (\$125.00) per month, with a further and like installment payable the 1st day of each and every month thereafter, until the full amount of principal and interest shall have been paid in full.

**17. Inclusion of Personal Property:** It is agreed between Buyer and Seller that the property conveyed by the within Land Sale Contract (and Security Agreement), includes a certain mobile described hereinbefore, which said personal property item is attached to the real property improvements conveyed by the within instrument. Buyer and Seller agree that Buyer grants a security agreement in the said personal property item to Seller until payment in full of the balance hereof, and that the said personal property shall be treated as attached to and an improvement on the real property conveyed hereby, to be released to Buyer only upon completion of payments to be made pursuant to the within Land Sale Contract (and Security Agreement).

**18. Escrow Funds Distribution:** It is understood by and between the parties that the real property being conveyed by the within instrument is encumbered by a certain contract, including the terms and provisions thereof, more particularly described hereinabove, owing to Aleta Wainright. The within Land Sale Contract (and Security Agreement) contemplates payment of the obligation by Buyer directly into Escrow #2609.

The parties further understand and agree that certain real property taxes are owing, and that all payments received under the within Land Sale Contract (and Security Agreement) shall be utilized by the Escrow Agent in payment of such unpaid real property taxes (owing through November 1, 1988) until the said obligation has been paid in full. Seller agrees that the proceeds from payments made hereunder by Buyer shall be utilized by Seller (and the named Escrow Agent) in payment of the aforesaid obligation, which Buyer does not assume.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first hereinabove written.

**SELLER:**

Richard C. Mathison  
Richard C. Mathison

Dorothy L. Mathison  
Dorothy L. Mathison

**BUYER:**

Reno S. Clark  
Reno S. Clark

Leona M. Clark  
Leona M. Clark

STATE OF Washington, County of Franklin ss:

PERSONALLY APPEARED BEFORE ME the above-named Richard C. Mathison and Dorothy L. Mathison, and acknowledged the foregoing Land Sale Contract to be their voluntary act and deed.

DATED this 28th day of November, 1988.

Marjorie Bontz  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 2/27/91

STATE OF OREGON/County of Klamath)ss.

PERSONALLY APPEARED BEFORE ME the above-named Reno S. Clark and Leona M. Clark and acknowledged the foregoing Land Sale Contract to be their voluntary act and deed.

DATED this 2nd day of December <sup>1988</sup> ~~November~~, 1988.

Camela Spencer  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-16-92

**GRANTOR'S NAME AND ADDRESS**

Richard C + Dorothy L Mathison  
RT 2 Box 733  
Done WA 99139

**GRANTEE'S NAME AND ADDRESS**

Reno S + Leona M Clark  
PO Box 102  
Chemult OR 97731

**AFTER RECORDING, RETURN TO:**

MTC

UNTIL A CHANGE IS REQUESTED  
TAX STATEMENTS SHOULD BE  
SENT TO:

Reno S + Leona M Clark  
PO Box 102  
Chemult, OR 97731

STATE OF OREGON/County of Klamath)ss:

I CERTIFY that the within instrument was received for record on the 6th day of Dec., 1988 at 10:10 o'clock PM and recorded in Book M88 on Page 20667 or as File/Reel number       , Records of Deeds of said County.

WITNESS MY HAND AND SEAL OF COUNTY AFFIXED.

Evelyn Biehn, County Clerk  
Recording Officer

By: Pauline Mullenbore

Fee \$33.00