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Vol. M88 Page 21548

MTC-20547K

LAND SALE CONTRACT  
(and Security Agreement)

THIS CONTRACT, made and entered into this 28th day of November, 1988, by and between OLE MOODY and GRACE MOODY aka GRACE E. MOODY, husband and wife, hereinafter called Seller, and BOBBY D. KLOSS and HESTER E. KLOSS, 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 on Exhibit "A", attached hereto and incorporated by reference herein as if fully set forth.

TOGETHER WITH a certain Concord 14x70 mobile home bearing Oregon License # X1224169 and VIN # 295450DS3212, which is firmly affixed to said real property.

TOGETHER WITH any and all interest in that certain easement created by Grant of Easement recorded in the Records of Klamath County, Oregon, at Volume M76, Page 12382.

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: registration and taxation requirements with regard to mobile homes contained in the Oregon Revised Statutes.

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:** All such taxes, assessments and charges for the current year shall be pro-rated as of the 30th day of June, 1988, Buyer shall pay promptly all indebtedness

88 DEC 20 AM 11 35

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; B.K. H.K. x OM x J.M.

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 of Klamath County, 407 Main Street, 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. Buyer shall be required to pay the same 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 revert 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 THIRTY-SIX THOUSAND AND NO/100THS DOLLARS (\$36,000.00) payable as follows:

(a) Buyer shall pay an initial payment in the sum of \$ 793.58, and

(b) The remainder of the purchase price in the amount of \$ 35,206.42 shall be payable in monthly installments of Three Hundred Fifty and no/100ths Dollars (\$350.00), including interest at the rate of eight percent (8%) per annum on the unpaid balance, which said sum includes principal and interest; together with the applicable collection escrow fees; the first of such payments shall be payable on the 5th day of December, 1988, with a further and like installment payable on the 5th 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).

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

**SELLER:**

X *Ole Moody*  
OLE MOODY



Grace E. Moody  
 GRACE MOODY aka GRACE E. MOODY

## BUYER:

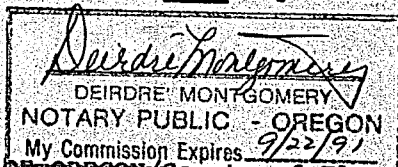
Bobby D. Kloss  
 BOBBY D. KLOSS

Hester E. Kloss  
 HESTER E. KLOSS

STATE OF OREGON/County of DOUGLAS ss:

PERSONALLY APPEARED BEFORE ME the above-named CLE MOODY and GRACE MOODY aka GRACE E. MOODY, and acknowledged the foregoing Land Sale Contract to be their voluntary act and deed.

DATED this 28 day of November, 1988.



NOTARY PUBLIC FOR OREGON  
 My Commission Expires: \_\_\_\_\_

STATE OF ~~OREGON~~/County of Klamath ss.

PERSONALLY APPEARED BEFORE ME the above-named BOBBY D. KLOSS and HESTER E. KLOSS and acknowledged the foregoing Land Sale Contract to be their voluntary act and deed.

DATED this 14th day of November, 1988.

Kristin L. Redd  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 11/16/91

GRANTOR'S NAME AND ADDRESS  
Ole & Grace E. Moody  
P.O. Box 216  
Days Creek, OR 97427

GRANTEE'S NAME AND ADDRESS  
Bobby D. & Hester E. Kloss  
Rt. 5 Box 1210  
Klamath Falls, OR 97601

AFTER RECORDING, RETURN TO:

Mountain Title Company

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

Same as Grantees  
Rt. 5 Box 1210  
Klamath Falls, OR 97601

STATE OF OREGON/County of Klamath ss:  
 I CERTIFY that the within instrument  
 was received for record on the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_ at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M. and recorded in Book \_\_\_\_\_  
 on Page \_\_\_\_\_ or as File/Reel  
 number \_\_\_\_\_, Records of Deeds of  
 said County.  
 WITNESS MY HAND AND SEAL OF COUNTY  
 AFFIXED.

Recording Officer  
 By: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Lots 30 and 31 of FIRST ADDITION TO ALGOMA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No.: 3709 018CC 001400

**PARCEL 2:**

Beginning at a point on the North line of Lot 33 of FIRST ADDITION TO ALGOMA which is 60 feet South of the Southeast corner of Lot 30 of said subdivision and running thence; South a distance of 752.55 feet, more or less, to a 5/8 inch rebar on the South line of said Lot 33; thence West along the South line of said Lot 33 to the Southwest corner thereof; thence North along the West line of said Lot 33 a distance of 660 feet, more or less, to the Southwest corner of Lot 32 of said Subdivision; thence North 89 degrees 52' East along the South line of said Lot 32 a distance of 196 feet to the Southeast corner thereof; thence North along the East line of said Lot 32 a distance of 92.55 feet, more or less, to its intersection with the North line of said Lot 33; thence East along the North line of said Lot 33 a distance 200 feet, more or less, to the point of beginning, being a portion of Lot 33 of First Addition To Algoma, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH that portion of Vacated Orchard Avenue which inured to Parcels 1 and 2 above.

Tax Account No.: 3709 018CC 01500  
3709 019BB 00200

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.  
of Dec. A.D. 19 88 at 11:35 o'clock AM., and duly recorded in Vol. M88 day  
of Deeds on Page 21548  
FEE \$33.00  
By Evelyn Biehn County Clerk  
Pauline Mulendore