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CONTRACT—REAL ESTATE MTC-21578D

THIS CONTRACT, Made this 31st day of MAY, 1989, between
TIMOTHY JAMES REDDINGTON + DIANE RENE REDDINGTON, HUSBAND + WIFE
and ALLEN GILBERT MOORE, 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 6 IN BLOCK B, FAIRVIEW ADDITION NO. 2 IN THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, OTHERWISE KNOWN AS "731 FULTON + 731 1/2 FULTON",

INCLUDING PERSONAL PROPERTY AS FOLLOWS:

- 1(ea) PORTABLE DISHWASHER
- 2(ea) COOKING STOVE
- 2(ea) REFRIGERATORS
- 1(ea) WASHING MACHINE
- 1(ea) DRYER, ALL EXISTING.

ALSO SEE ATTACHMENT A INCLUDED HEREIN AS PART OF THIS CONTRACT.

for the sum of THIRTY EIGHT THOUSAND DOLLARS Dollars (\$ 38,000.00 —)
(hereinafter called the purchase price) on account of which ONE THOUSAND Dollars (\$ 1,000.00 —) 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: \$ 37,000.00 —) to the order of the seller in monthly payments of not less than THREE HUNDRED AND FIFTY SEVEN Dollars (\$ 357.00 —) each, OVER 20 YEARS, PAYABLE TO THE COLLECTION ESCROW SET UP AT MOUNTAIN TITLE COMPANY, KLAMATH FALLS
payable on the 1st day of each month hereafter beginning with the month of JULY, 1989, 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 JUNE 1st 1989 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 JUNE 1st 1989, 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 \$ SEE ATTACHMENT A policies of insurance to be delivered to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all 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 1 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 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.

Reddington C/o Morrison Academy
P.O. Box 27-24
Tai Chung, 40038 Watson R.O.C.
SELLER'S NAME AND ADDRESS

MOORE
731 + 731 1/2 Fulton
Klamath Falls, OR 97601
BUYER'S NAME AND ADDRESS

After recording return to:

MTC
222 South Sixth
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

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

MOORE
731 Fulton
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, 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

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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 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 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.

This contract is subordinate to trust deed # 77-24019 + trust deed # 88-2793 which shall remain the responsibility of the seller to pay, buyer doesn't assume or agree to pay these liens

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$38,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole 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.

Timothy J. Reddington
Timothy J. Reddington
Diane Rene Reddington

Allen Gilbert Moore

* BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy.
NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

(If executed by a corporation, affix corporate seal)

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

STATE OF OREGON,)
County of Clatsop) ss.

This instrument was acknowledged before me on June 5, 1989, by

Timothy J. Reddington & Diane Rene Reddington

Florida A. Hard
Notary Public for Oregon

My commission expires: 3-30-90

STATE OF OREGON,)
County of Clatsop) ss.

This instrument was acknowledged before me on June 5, 1989, by

Allen Gilbert Moore

Allen Gilbert Moore
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. Spies instruments or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.
ORS 93.635 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON,)
County of Klamath) ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 5th day of June, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ALLEN GILBERT MOORE

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Darlene J. Trach
Notary Public for Oregon
My Commission expires: 6/16/92

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Attachment A

Additional Agreements on 731 Fulton Property Sale
Between Seller: Timothy J. Reddington & Diane R. Reddington
and Buyer: Allen Gilbert Moore, 334 Trinity Klamath Falls, OR
987601

1. There will be no prepayment penalties.

2. Maintenance - Purchaser shall keep all buildings, other improvements, and landscaping now existing or which shall be placed on the property in good condition and repair, and shall not permit any waste or removal of improvements, nor make any substantial improvements or alterations, which reduce the value of the property for security purposes, without the prior written consent of the seller.

3. Insurance - Purchaser shall procure and maintain policies of fire, catastrophe, public liability and property damage insurance for the minimum amount \$38,000 on land and buildings, \$10,000 liability for injury to one person per occurrence, and \$20,000 for two or more persons. Report showing proof of coverage will be due each June 1st of each year, or as otherwise agreed to by the Seller.

4. Payments are due on the 1st (first) of each month and will be assessed a late penalty within ten days of \$.00028 per dollar of installment. This amount will be paid first of following payments.

5. Indemnification - Purchaser shall forever defend, indemnify and hold harmless from any claim, loss or liability arising out of or in any way connected with Buyers possession or use of the property, Buyer's conduct with respect to the property or any condition of the property.

6. Notice - Any notice under this Contract shall be in writing and shall be effective when delivered in person or received in person when deposited in the U.S. Mail, registered or certified to the party at the address stated in this contract or such other address as either party may designate by written notice to the other.

7. Representations - Purchaser accepts the land, buildings, improvements and all other aspects of the Property in their present condition, and any personal property sold under this contract, as is, including latent defects, without any representation

or warranties, expressed or implied, unless they are expressly set forth in this Contract or are in writing signed by the Seller.

8. Assumption - This contract is assumable with the prior written consent of the Seller. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

Agreed:

Seller:

Timothy Reddington Date 5/2/89

Diane Reddington Date 6/2/89

Buyer and Purchaser

Allen J. Moore Date 6/5/89

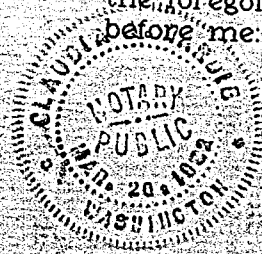
County of CLATSOP, State of WASHINGTON

Tim and Diane Reddington

Personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed, before me: Claudia C. Herd

Notary Public for WASHINGTON

My commission expires: March 20, 1992



STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.
on this 5th day of June A.D., 19 89
at 4:12 o'clock P.M. and duly recorded
in Vol. M89 of Deeds Page 9878

Evelyn Biehn County Clerk

By Pauline Nielsen

Fee, \$23.00

Deputy.