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1787

CONTRACT - REAL ESTATE

Vol. m89 Page 11179

THIS CONTRACT, Made this 9<sup>th</sup> day of June, 1989, between Forrest A. Freid & Juanita R. Freid, and Randy S. Sparacino or Cynthia L. Sparacino, 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:

Government Lot 4, Section 3, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SUBJECT TO, provisions on reverse of this page.

for the sum of Ninety Five Thousand & No/100 Dollars (\$95,000.00), (hereinafter called the purchase price) on account of which Twenty Five Thousand & No/100 Dollars (\$25,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid in the balance of the purchase price (to-wit: \$70,000.00) to be paid to the order of the seller at the times and in amounts as follows, to-wit: Buyer agrees to annual payments of not less than Fifteen Thousand & No/100 Dollars (\$15,000.00) each year, payable on the first day of August, each year hereafter, beginning with the year of 1990 and continuing until said purchase price is paid in full. No prepayment of any amount shall be allowed until August 1st, 1992, at which time an amount of \$10,000.00 may be prepayed in any additional year.

all of the said deferred payments shall bear interest at the rate of 9 1/2 per cent per annum from July 1, 1989 until paid; interest to be paid Annually and being included in the minimum regular payments above required.

The buyer warrants to and covenants with the seller that the real property described in this contract is (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 9<sup>th</sup>, 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 \$ 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.

Buyer agrees that if seller's expense and within days from the date hereof, seller will furnish unto buyer a title insurance policy insuring except the said title insurance policy shall be paid in full by the buyer. 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.

(Continued on reverse)

\* IMPORTANT NOTICE: Delete, by lining out, whichever phrase and which 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.

Forrest A. & Juanita R. Freid  
P.O. Box 335  
Chiloquin, Oregon 97624  
SELLER'S NAME AND ADDRESS

Randy S. Or Cynthia L. Sparacino  
P.O. Box 408  
Ft. Klamath, Oregon 97626  
BUYER'S NAME AND ADDRESS

After recording return to:  
Forrest A. & Juanita R. Freid  
P.O. Box 335  
Chiloquin, Ore. 97624  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:  
Randy S. or Cynthia L. Sparacino  
P.O. Box 408  
Ft. Klamath, Oregon 97626  
NAME, ADDRESS, ZIP

STATE OF OREGON,  
County of } ss.

I certify that the within instrument was received for record on the day of 1989, 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

SPACE RESERVED  
FOR  
RECORDER'S USE

88 JUN 22 AM 10 24

And it is understood and agreed between said parties that time in 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 null and void, (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, and 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 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 part of said purchase price 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 this provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$95,000.00. However, the actual consideration consists of or includes other property or value given or promised which is ~~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.

Forrest A. Freid  
 Juanita R. Freid  
 [Signature]  
 [Signature]

NOTE—The sentence between the symbols ( ), 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 on page 11)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

June 9, 1989, by

Della M. Harreedy  
 DELLA M. HARREEDY  
 NOTARY PUBLIC, OREGON  
 (SEAL) My Commission Expires 10-30-90  
 My commission expires

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19 , by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

ORS 93.636 (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(1) Violation of ORS 93.636 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

SUBJECT TO the rights of public in and to that portion of the property lying within the limits of roadways and highways:

SUBJECT TO rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Sprague River and the ownership of the State of Oregon in the portion lying below the high water mark thereof:

SUBJECT TO reservations and restrictions contained in a deed recorded January 20, 1958, Klamath County Deed Book 297, page 85.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Forrest A. Freid the 22nd day of June A.D., 19 89 at 10:24 o'clock A.M., and duly recorded in Vol. M89 of Deeds on Page 11179.

FEE \$13.00

Evelyn Biehn, County Clerk

By Danise M. Mueland