	"→ 1 3054		CONTRACT-	REAL ESTATE	Vol. <u>m90</u>	Page <u>603</u>	Ø ₽
	THIS CONTRAC GREG L. HARRI	T, Made this S and DONNA	19 ¹¹ M. HARRIS	of <u>Ma</u> , as tenan	rch ts by the er		veen
	and MICHAEL J. FONNE						
		·····			, here	nafter called the bu	uyer,
	igrees to sell unto the b	uyer and the buye	er agrees to pur	chase from the	seller all of the fo		ands
a	nd premises situated in	KLamati SEE ATTACHEI			tate of Orego	n, to-	-wit:
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f	or the sum of SEVEN	TY-NINE THOU	JSAND SEVE	N HUNDRED N	INETY-FIVE Dol	lars (\$79,795.00	0)
	hereinafter called the p Dollars (3.20,000.0	urchase price) on a 0) is vaid on the e	account of whic execution hereof	h <u>TWENTY</u> (the receipt of	THOUSAND	/ acknowledged by	the
l s	eller); the buyer agrees	to pay the remain	nder of said pur	chase price (to	-wit: \$ 59,795.	.0.0) to the orde	er of
	the seller in monthly pa Dollars (\$ 525,00						
	payable on the		h hereafter begi	nning with the	month of APNI	L, 19	90,
200	and continuing until sai	d purchase price i	's fully paid. Al	1 of said purch	ase price may be p	aid at any time; all	l de-
) lus h	erreu Dalances Ur salu p	archaise price shan	i bear interest a				
	larch # 1999	ntil puid, interest	to be paidM				
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	monthly payments abov parties hereto as of the The buyer warrants to and	e required. Taxes of date of this contra d covenants with the seller	on said premise of. r that the real propert	onthly s for the curre	and * } m acd being i nt tax year shall l		
ind	monthly payments abov parties hereto as of the The buyer warrants to anc *(X) formation for buyer (E) for an organization	e required. Taxes date of this contra decoversats with the seller spring the string how how	on said premise oct. r that the real propert cheld propession ural perion) is for bus	onthly s for the curre, y described in this co iness or commercial p	and * { m atd being i nt tax year shall h ntract is urposes.	חסה חסר ncluded in the minir pe prorated between	mum 1 the
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And it is understood and alreed between wid purties that time is of the essence of this contract, and in case the buyer thall fail to make the payments required, or any of them, purctually within 10 ds s of the time limital therefor, or fail to keep any agreement herein contained, then the seller at seller's on shall have the following rights: (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forleited and the debt estinguished, and to retain sums previously paid hereunder by the buyer. (2) To declare the whole unpaid principal balax e of suid 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 creat d'or then existing in layor of the buyer as against the seller hereunder shall utterly case and the right the possession of the premises above described and all other rights acquired by the buyer of hereund, shall rever to and everst in and seller without any act of try, or any other act to said seller to be performed and without any right of the buyer of hered and reasonable rend of said account of purchase of said property as absolutely, fully and perfectly as it this contract and such payments had never been made; and in case of such default, shull have the right is mediately, or at any time thereafter, to enter upon the land aloresaid, without any sets of law, and take immediate possession thereof, to effect with all the improvements and appurchase of any face any row of such case, and to the interview of the set of the therein to be performed. It is therefolore made on this contract are to be traiter is and the set of a start set, or any time thereafter, to enter upon the land aloresaid, without any est of law, and take immediate possession thereof, to effect with all the improvements and appurchances thereof or thereof shall in to way allect setler's The buyer further afteres that tailure by the setler at any time to require performance the

The buyer further agrees that halure by the seller at any time to require performance by the buyer of any provision hereof shall any said seller is endored to endore the same, nor shall any values by said seller of they breach of any provision hereof be held to be a waiver of any succeeding breach of ch provision, or as a waiver of the provision itsell. ADDITIONAL TERMS:

1. Buyer acknowledges that the property is subject to an easement for access and use to the well and septic tank recorded June 8, 1977, Microfilm Records of Klamath County, Oregon. 2. A portion of the premises is currently leased, and Buyer takes the property subject to the lease. Seller hereby assigns the lessor's interest to Buyer. (See Below) The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 79,795.000 to there exists the metast consideration consideration and its transfer state to the lease of the trial court may adjudge reasonable as atterney's fees to be allowed the prevailing party in said suit or action and it an appeal is taken from any sum as the trial court may adjudge reasonable as atterney's fees to be allowed the prevailing party in said suit or action and it an appeal is taken from any sufference of the trial court, the losing party butther promises to pay such such as the appeal.

This of decise of the their source is the sentence of the seller or the buyer may be more than one person or a corporation; that if the context so requires, the In construing this contract, it is understood that the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to as provisions hereof apply equally to corporation; 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, itors, administrators, personal representatives, succes are in interest and using as well. singular mak

es ecutors IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the under-

signed 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.

GREC L. HARRIS THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED 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 RONNE COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. MI HAFT. J. • BUYER: Comply with ORS 93.905 at seq prior to exercising this remady. NOT 5---The sentence between the symbols (), if not app licable, should be deleted. See ORS 93.030. If executed by a corporation, afflic corporate seal) [1] It e signer of the chove is a corporation, use the form of piknewledgment opposite.] STATE OF OREGON. STATE OF OREGON) 55. Countr of Willeman County of Klam pril 2 This instrument was acknowledged before me on 14 This instrumont was acknowledged bilors me on 19 90, by MICHAEL J. RONNE: ¢ GREG L. HARRIS and DONNA M. XXX HÁRRIS XXX)arlenes LVu al Notary Public for Oregon Notary/Public for Oregon (SEAL) (SEAL) My commission expires: 6-16-412 My commission expires: //////

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 cuted and the parties are bound, shall be achnowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-re bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punichable, upon conviction, by a fine of not more than \$100.

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(DESCRIPTION CONTINUED) 3. Seller agrees to pay and keep current the existing loan on the property. In the event Seller fails to do so, Euger may make such payments and credit payments against the balance due on this contract.

All contract payments shall be made to a collection account to be established by 4. the parties. The setup and administrative costs shall be borne equally by the parties. 5. Purchase price set forth above does not include certain items of veterinary and office equipment on the premises. Buyer will purchase said equipment by separate contract.

Buyer certifies that this contract is accepted and executed on the basis of his 6. own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises has been made by Seller or any agent of Seller; that no agreement or promise to alter, repair or improve said premises has been made by Seller or any agent of Seller; and that Buyer takes said property and improvements thereon in the condition existing at the time of execution of this contract. Buyer has personally inspected the premises and accepts the condition of the premises AS IS.

7. The property described in this agreement may not be within a fire protection district protecting structures. Buyer bears all responsibility of verifying existence of fire protection for structures.

In addition to the monthly payments as set forth above, buyer shall pay 1/12th 8. of the annual real property taxes each month. In the event of a change in taxes, the partie will adjust the payments annually

MTC NO: 23069-D

6040

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:

A parcel of land situated in the SW1/4 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a brass bolt on the intersection of the centerline of the Dalles-California Highway (South Sixth Street) and the South line of said Section 1, said point being South 89 degrees 56' West a distance of 17.90 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1 as shown on Survey No. 590 recorded in the office of the Klamath County Surveyor; thence North 46 degrees 09' West along the centerline of said highway a distance of 356.00 feet; thence North 17 degrees 48' West a distance of 63.18 feet to a 3/4 inch iron pipe on the intersection of the Southwesterly bank of the Enterprise Irrigation District Canal and the Northeasterly right of way line of said Highway, said point being the true point of beginning of this description and said point being North a distance of 306.77 feet and West a distance of 293.94 fest from the Southwest corner of the SE1/4 SE1/4 of said Section 1 (this point is described as West 293.8 feet and North 310.1 feet from said corner of existing deed record); thence North 17 degrees 48' West along the Southwesterly bank of said canal (North 17 degrees 45' West by deed record) a distance of 358.00 feet to a 5/8 inch irom pin; thence South 43 degrees 51' West a distance of 170.00 feet to a 5/3 inch iron pin on the Northeasterly right of way line of said highway; thence South 46 degrees 09' East along said right of way line (South 46 degrees 07' East by deed record) a distance of 315.07 feet to the true point of beginning of this description.

EXCEPTING THEREFROM that portion deeded to the State of Oregon, by and through its State Highway Commission.

Tax Account No: 3909 001DC 00700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at re	quest of <u>Mountain Title Co.</u>	the day
ofApril	A.D., 19 _ <u>\$0</u> at2:04	o'clock P.M., and duly recorded in Vol M90,
	of Deeds	on Page 6038
		Evelyn Biehn County Clerk
FEE \$33.00		By Dauline Mulinder