

OT 16745

CONTRACT-REAL ESTATE

Vol. m90 Page 12534

THIS CONTRACT, Made this 25 day of April, 1990, between Sharon Benson, Personal Representative of Estate of Ellen Christine Dawson, deceased, hereinafter called the seller, and Raymond William Haynes, Lorelei B. Haynes, Raymond William Haynes, Jr. and Thomas Raymond Haynes, hereinafter called the buyer,

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 712, Block 129, Mills Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

Subject to: Regulations, including levies, liens and utility assessment of the City of Klamath Falls.

Conditions, reservations as shown on the recorded plat of the Mills Addition to the City of Klamath Falls.

for the sum of Nineteen Thousand and no/100 Dollars (\$19,000.00) (hereinafter called the purchase price) on account of which Four Thousand nine hundred fifty & no/100 Dollars (\$4,950.00) 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: \$17,185.00) to the order of the seller in monthly payments of not less than One Hundred Fifty and no/100 Dollars (\$150.00) each, plus interest

payable on the 20th day of each month hereafter beginning with the month of May 20, 1990, 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 6 per cent per annum from April 13 1990 until paid, interest to be paid with principal and * in addition to the minimum

monthly payments above required. Taxes on said premises for the current tax year shall be paid by the buyer.

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 in possession, 1990, 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 \$ and all in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and to 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.

The seller agrees that at seller's expense and within 30 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 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: Delet, 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.

Estate of Ellen Christine Dawson
1135 Pine Street
Klamath Falls, Oregon 97601
SELLER'S NAME AND ADDRESS

Raymond William Haynes
2440 Applegate
Klamath Falls, Oregon 97601
BUYER'S NAME AND ADDRESS

After recording return to:

Enver Bozgoz, Attorney for Estate
1135 Pine Street
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Raymond William Haynes
2440 Applegate
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____ ss.

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

SPACE RESERVED
FOR
RECORDER'S USE

90 JUN 26 PM 2 35

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: to cancel this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain the balance of the purchase price then or at once due and payable; and/or

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights concerning the sums previously paid hereunder by the buyer;

[illegible]

The buyer further agrees that failure by this 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$19,000.00. However, the actual consideration consists of or includes other property or was given or promised which is part of the consideration (indicate which).^①

In case suit or action is instituted 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 added to 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.

It is understood that the seller or the buyer may be more than one person or a corporation; that if the contest so requires, the foregoing terms shall be construed to include any and all grammatical changes that may be made, assumed and implied to give effect to the intent of the parties.

In construing this contract, it is understood that the seller or the buyer may be more than one person. All grammatical changes shall be made 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 undersigned executors, administrators, personal representatives, successors in interest and assigns as well, but parties have executed this instrument in duplicate; if either of the undersigned parties shall die, the provisions hereof apply equally to corporations and to individuals.

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.

* BUYER: Comply with Q25 93.905 at seq prior to exercising this remedy.
NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Q25 93.000.

(If executed by a corporation,
affix corporate seal)

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

STATE OF OREGON,

County of Klamath

County of Klamath
This instrument was acknowledged before me on
April 19 1990 by Raymond
William Haynes, Lorelei B. Haynes,
Raymond William Haynes, Jr. and
Thomas Raymond Haynes

Notary Public for Oregon

(SEAL)

Commission expires: 1-22-92

STATE OF OREGON,

County of _____

County of _____
_____ acknowledged before me on _____

19 by

23

of

Notary Public for Oregon

(SEAL)

My commission expires:

My commission expires: 1-22-72

My commission expires: 1-22-72

ORS 13.430 (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 conveyor of the title to be conveyed. Such 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 13.435 is punishable, upon conviction, by a fine of not more than \$100.

Such instruments, or a memorandum thereof, shall be recorded by the county clerk. If any person who is bound thereby, violates this section, he or she shall be punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

(DESCRIPTION CONTINUED)

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING A RESIDENCE. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on April 25, 1990 by Sharon Benson, Personal Representative of the Estate of Ellen Christine Dawson, deceased,

Diane Bozgoz
Diane Bozgoz, Notary Public for Oregon
My Commission Expires: 1-22-92

STATE OF OREGON: COUNTY OF KLAMATH: SS.

STATE OF OREGON: COUNTY OF KLAMATH: ss. _____ the 26th day
Filed for record at request of Enver Buzgoy
of June A.D., 19 90 at 2:35 o'clock P M., and duly recorded in Vol. M90
of _____ of Deeds on Page 12534
_____ Enver Buzgoy, County Clerk

on Page 12354.
Evelyn Biehn, County Clerk
By Dorene Muz

FEE \$33.00