

21291

CONTRACT—REAL ESTATE

Vol. m9d Page 20493

THIS CONTRACT, Made this 11st day of August, 1990, between  
 Donald R. Le Beau and Suzanne Le Beau, hereinafter called the seller,  
 and James Bentson and Joann Bentson, 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:

Description: W $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  of S15 T23 R10 Acct. #51-2310-1500-1200

Description: E $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  of S15 T23 R10 Acct. #51-2310-1500-1300

for the sum of Sixty Thousand Dollars (\$60,000.00)

(hereinafter called the purchase price) on account of which Ten Thousand Dollars (\$10,000.00) 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: \$50,000.00) to the order of the seller in monthly payments of not less than Seven Hundred Dollars (\$700.00) each, Month,

payable on the 1st day of each month hereafter beginning with the month of September, 1990, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all decreased balances of said purchase price shall bear interest at the rate of 10 per cent per annum from August 1, 1990 until paid, interest to be paid Monthly and \* XXXXXX being included in 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 used for business or personal, family or household purposes.

AUGUST 1, 1990

The buyer shall be entitled to possession of said land on AUGUST 1, 1990, and may retain such possession so long as seller 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 demands save the seller's liens thereon 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 hereinafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be assessed upon said premises, shall 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 of damage by fire (with extended coverage) in an amount not less than XXXXXXXXXX and coverage or compensation satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all evidence 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 pay any and all fees 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 of interest, 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 60 days from the date hereof, seller will furnish unto buyer a title insurance policy insuring title as warrant as 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 long of existing exceptions and the building and certain restrictions and easements 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 shall have and assume, free and clear of all encumbrances as of the date herein and free and clear of all encumbrances since said date placed, permitted or arising by the buyer or vendor seller will, excepting, however, the following items, restrictions and the taxes, municipal items, water rents and public charges so assumed by the buyer and further excepting all taxes and encumbrances created by the buyer or buyer's assigns.

(Continued on reverse)

\***IMPORTANT NOTICE:** Below, by being initialed, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a person, no statement from the Uniform Act or Statute.

Donald R. & Suzanne Le Beau  
50325 Highway 31  
La Pine, Oregon 97739

SELLER'S NAME AND ADDRESS

James & Joann Bentson  
374 Miller Ave. N.E.  
Salem, Oregon 97303

BUYER'S NAME AND ADDRESS

After recording I swear to:

Clackamas County Title  
P.O. Box 323  
Milw. OR 97709  
NAME ADDRESS: 219

On a change in requested off his statement shall be sent to the following address:

James & Joann Bentson  
374 Miller Ave. N.E.  
Salem, Oregon 97303

NAME ADDRESS: 219

STATE OF OREGON,

ss.

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 \_\_\_\_\_ 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.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_ Deputy \_\_\_\_\_



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 by 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 canceled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain the principal paid by the buyer.

(2) To recover the whole unpaid principal balance of said purchase price with the interest thereon in once due and payable; and/or

In any event, all rights and interest created or then existing in favor of the buyer 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 said seller without any act of reentry, or entry, or act of default to be performed and without any right of the buyer of return, recouperation or compensation for moneys paid on account of the premises, or property, or absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments made under this instrument are to be retained by and belong to said seller in the agreed and reasonable rent of said premises up to the time of such default. And if, 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.

The buyer, another agrees that failure by the seller of any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce this instrument, 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 a waiver of the provision itself.

### This contract to be paid in full within ten (10) years.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$60,000.00. However, the actual consideration consists of or includes other property of value given or promised which is part of the consideration (Indicate which). ☐

In the suit or action instituted to enforce this contract, to enforce any provision hereof, the losing party in said suit or action agrees to pay such costs as the trial court may adjudicate reasonable or attorney 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 agrees to pay such costs as the appellate court shall adjudge reasonable as the prevailing party's attorney fees for such appeal.

In drawing this contract, it is understood that the wife 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 plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions thereof apply equally to corporations and individuals.

That is witness shall bind and forever be bound to the benefit of, to 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 name to be signed and its seal affixed by an officer or other person duly authorized to do so 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 FEES TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

*Donald R. Le Beau*  
Donald R. Le Beau  
*Suzanne Le Beau*  
Suzanne Le Beau  
*Janes Bentson*  
Janes Bentson  
*Joann Bentson*  
Joann Bentson

\* SELLER: County with OCS 02/03 or seq prior to recording this instrument.  
NOTES—The last box contains the symbol (D), if applicable, is paid in advance. See OCS 12.03.

(If recorded by a corporation,  
list corporate body)

(If the signer is a corporation,  
use the form of acknowledgment provided)

STATE OF OREGON,

*Mosier*

My representation was acknowledged before me on

*Sept. 19, 1990, by*

*Rebecca Bentson & Joann*

Notary Public for Oregon

(SEAL) My commission expires: *4-5-91*

STATE OF OREGON,

County of Deschutes

This instrument was acknowledged before me on

19 , by

as

et

Notary Public for Oregon

(SEAL) My commission expires:

ORC 93.5(3) 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 conveyee of the title to be confirmed. Such instruments, or a memorandum thereof, shall be recorded by the conveyee not later than 15 days after the instrument is executed and the parties are bound thereby.

ORC 93.5(3) Violation of ORS 93.5(3) is punishable, upon conviction, by a fine of not more than \$100.

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

STATE OF OREGON,

County of Deschutes

] ss.

BE IT REMEMBERED, That on this 8 day of October 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald R. Le Beau and Suzanne Le Beau,

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

*Rebecca Schreiber*

Notary Public for Oregon.

My commission expires 10-09-90

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 10th day of Oct. 19 90 at 11:52 o'clock A.M., and duly recorded in Vol. M90, of Deeds on Page 20493.

FEE \$33.00

Evelyn Eiehn County Clerk  
By *Douglas Willemsen*