

21523

CONTRACT—REAL ESTATE

Vol. m90 Page 21350

THIS CONTRACT, Made this 22 day of OCTOBER, 1990, between FIDELITY FUNDING AND REALIZATION CO.

and ROGER G. STEADEMAN & KATHERINE J. STEADEMAN husband & wife, hereinafter called the seller, with the right of survivorship

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 1 BLOCK 4 2nd ADDITION RIVERVIEW

AKA: 2061 ABELINE STREET
KLAMATH FALLS, OREGON

TAX ACCOUNT #: 3909 005CA 01700 000 00KEY

BUYER TO PAY ALL DELINQUENT TAXES AND ALL PROPERTY TAXES TO ACCURE IN THE FUTURE.

for the sum of EIGHT THOUSAND DOLLARS & NO/100 Dollars (\$ 8,000.00) (hereinafter called the purchase price), on account of which -0- Dollars (\$) 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: \$ 8,000.00) to the order of the seller in monthly payments of not less than one hundred dollars & NO/100 Dollars (\$ 100.00) each, month with principal and interest or more

payable on the 4th day of each month hereafter beginning with the month of November, 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 10% per cent per annum from October 22 until paid, interest to be paid included and * in addition to 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 (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 October 22, 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 sale 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 time 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 \$ NA 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 all 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 NA 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: 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.

FIDELITY FUNDING & REALIZATION CO.

P.O. BOX 52

KENO, OREGON 97627

SELLER'S NAME AND ADDRESS

Roger G. Steademan & Katherine J. Steademan

2061 Abeline Street

Klamath Falls Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

FIDELITY FUNDING & REALIZATION CO.

P.O. BOX 52

KENO, OREGON 97627

NAME, ADDRESS, ZIP

Until a change is recorded all tax statements shall be sent to the following address:

Roger G. Steademan & Katherine J. Steademan

2061 Abeline Street

Klamath Falls, Oregon 97627

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the day of , 1990, 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

that 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 herein required, or any of them, punctually within 20 days of the time limited in hereof, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

(1) To declare the contract cancelled for default and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain

(2) To declare the contract cancelled for default and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain

(3) To declare the contract cancelled for default and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain

(4) To declare the contract cancelled for default and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain

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 release 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 provisions shall.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 8,000.00. (However, the actual consideration consists of or includes other property or value given or furnished which is part of the consideration (indicate which)).

In case suit or action is instituted to enforce this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such 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 connection with this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract 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 read as the persons named herein 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, assigns, 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.

Roger G. Steadman
ROGER G. Steadman
Katherine J. Steadman
Katherine J. Steadman

Marjorie J. Rambo
FIDELITY FUNDING AND REALIZATION CO.
Marjorie Rambo; GENERAL MANAGER

* BUYER: Comply with ORS 92.905 in seq prior to executing this remedy.
* OTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 92.030.

(If annotated by a corporation, affix corporate seal)

(If the signature of the above is a corporation, use the form of acknowledgment opposite.)
STATE OF OREGON.

County of KLAMATH

This instrument was acknowledged before me on

October 24, 1990, by

Patricia A. Chaney
PATRICIA A. CHANEY
NOTARY PUBLIC-OREGON

My Commission Expires 10-22-93

(SEAL)

My commission expires: 10-22-93

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 92.015 (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 92.015(3) Violation of ORS 92.015 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fidelity Funding & Realization Co. the 24th day of Oct. A.D., 1990 at 11:43 o'clock AM., and duly recorded in Vol. M90 of Deeds on Page 21350

Evelyn Biehn - County Clerk
By *Pauline Muelendore*

FEE \$33.00