

28820

FORM No. 963—WARRANTY DEED—STATUTORY FORM (Individual Grantor).

Vol. 91 Page 8013

STEVENS-HESS LAW FIRM, P.C., PORTLAND, OR 97204

WARRANTY DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

William P. O'Connor

conveys and warrants to Tom Swan

Grantor,

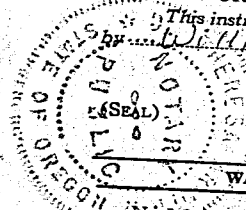
Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in Klamath County, Oregon, to-wit:An undivided one-third interest in:
Those parts of Lots 3, 4, and 5, Block 26, Hot Springs Addition to
the City of Klamath Falls, Oregon, as follows:
Beginning at a point 38 feet Southeasterly from the Northeasterly
corner of Lot 3 on the Southwesterly side of Eldorado, thence at
right angles to the Southwesterly side of Eldorado for 75 feet to
the starting point of this description, thence southwesterly and
parallel with the Northwesterly side of Lot 3 for 75 feet to the
(continued on reverse)The said property is free from encumbrances except
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)The undivided one-third interest of each of two other parties,
other restrictions of record or in the Contract of Sale this
day recorded, if any.The true consideration for this conveyance is \$5000.00 (Here comply with the requirements of ORS 93.030)
(Five thousand Dollars), payable in accordance with the
above referenced Contract of Sale

Dated this _____ day of _____, 19__

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.

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 26 April 1991



Notary Public for Oregon

My commission expires 11/15/93

WARRANTY DEED

William P. O'Connor GRANTOR

Tom Swan, c/o D. Mannix GRANTEE
409 Pine Klamath Falls OR
GRANTEE'S ADDRESS, ZIP

After recording return to: 97601

D. Mannix
409 Pine St., Ste. 311
Klamath Falls OR 97601

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements
shall be sent to the following address:6002 Hwy 91 N.
Preston ID 83263

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

61

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

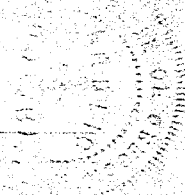
By _____ Deputy

6300

(legal description continued)

Northeasterly side of the alley through said Block 26; thence Southeasterly along the Northeasterly side of said alley a distance of approximately 127 feet to the Northwesterly side of Esplanade Avenue; thence Northeasterly along the Northwesterly side of Esplanade Avenue to a point 75 feet Northeasterly from the Southwesterly side of Lot 5, measured at right angles to said side of Lot 5; thence Northwesterly for 75 feet and 6 inches, more or less, to the point of beginning.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 1st day of March, 1911.



STATE OF COOK

County of Cook, Illinois
 I, Notary Public for Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of Cook, Illinois.

NOTARY PUBLIC

NOTARY PUBLIC

NAME OF PARTY	
RESIDENCE	
DATE OF RECORDING	
BOOK	
PAGE	
RECORDING FEE	
RECEIVED BY	
DATE	
NOTARY PUBLIC	

CONTRACT - Real Estate

This contract, made this 26th day of April 1991, between William P. O'Connor, hereinafter SELLER, and Tom Swan, hereinafter BUYER,

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from Seller all of the following described interest in land and premises situated in Klamath County, Oregon, to wit:

That undivided one-third interest of Seller in those parts of Lots 3, 4 and 5 of Block 26 of Hot Springs Addition to the city of Klamath Falls, Oregon, as described more particularly in the deed recorded at Volume M90, page 2939, of the Official Records of the County Clerk of Klamath County, Oregon, and commonly known as 1841 Espanade Street, Klamath Falls,

For the sum of \$5,000 (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) and the remainder to be paid at times and in the amounts as follows, to wit:

\$200.00 per month for 12 consecutive months, commencing with May 1st, 1991, with the balance remaining to be paid on May 1st, 1992, with an interest rate of 0%.

Taxes now due on the said premises for the current tax year will be paid by Buyer.

The Buyer warrants to and covenants with the Seller that the real property described in this contract is primarily for Buyer's personal, family, or household use.

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2
3 The Buyer shall be entitled to possession of said interest
4 in said property on April 26 19 91 and may retain such
5 possession so long as Buyer is not in default under the terms of
6 this contract. The Buyer agrees that at all times the Buyer
7 will keep the premises and buildings, now or hereafter erected
8 thereon, in good condition and repair and will not suffer or
9 permit any waste thereof; each party will keep said premises
10 free from construction or other liens and save the other party
11 harmless therefrom, and reimburse the other party for all costs
12 and attorney fees incurred in defending against such liens; that
13 the Buyer will pay all taxes hereafter levied against said
14 property, as well as all water rents, public charges and
15 municipal liens as hereafter maybe imposed upon said premises,
16 all promptly before the same or any part thereof becomes past
17 due; that at Buyer's expense Buyer will insure and keep insured
18 all buildings now or hereafter erected on said premises against
19 loss or damage by fire in an amount not less than replacement
20 value.

21 Now if the Buyer shall fail to pay any such liens, costs,
22 water rents, taxes or charges, or to procure or pay for such
23 insurance, the Seller may do so and any payment so made shall be
24 added to and become a part of the debt secured by this contract
25 and shall bear interest at the statutory rate.

26 Seller warrants to Buyer that his interest is good, clear
27 and marketable.
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3 Contemporaneously herewith, the Seller has executed a good
4 and sufficient Deed in form approved by the Buyer conveying the
5 above interest in real estate in fee simple to the Buyer,
6 Buyer's heirs and assigns, free and clear of encumbrances as the
7 date hereof, excepting the easements, building and other
8 restrictions now of record, if any, and subject to reversion of
9 Buyer's interest to Seller in the event of Buyer's death on or
10 before May 1, 1992.

11 It is understood and agreed between said parties the time
12 is of the essence of this contract, and in the event that Buyer
13 fails to make the payments above required or any of them,
14 punctually within 20 days of the time limited therefor, or fail
15 to keep in the agreement herein contained, then the Seller at
16 Seller's option shall have such rights to exercise any such
17 remedy provided for in ORS Chapter 93, or otherwise provided by
18 Oregon law, except that no such remedy shall be pursued without
19 the concurrence and joint action of the other Sellers of
20 fractional undivided interests in the property. In such
21 instance, all rights and interests created or then existing in
22 favor of the Buyer as against the Seller hereunder shall cease,
23 and the right to the possession of the premises and other rights
24 acquired by the Buyer hereunder shall revert and revest in said
25 Seller without any act of reentry or any other act of Sellers to
26 be performed and without any right of the Buyer of return
27 reclamation, or compensation of monies paid on account of the
28 purchase of said property as absolute, fully and perfectly as if
this contract and such payments had never been made; and in such
CONTRACT Page - 3

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2 case of such default, all payments theretofore made on this
3 contract are to be retained by and belong to said Seller as the
4 agreed and reasonable rent of said premises up to the time of
5 such default. And the said Seller, in case of such default
6 shall have the right immediately, or any time thereafter, to
7 enter upon the land aforesaid without any process of law, and
8 take immediate possession thereof together with the improvements
9 and appurtenances thereon or thereto belonging.

10 The parties further agree that failure of the Seller to at
11 any time require performance by the Buyer of any provision
12 hereof shall work a waiver of Seller's remedies hereunder.

13 The actual and true consideration paid for this transfer,
14 stated in dollars, is \$5,000.00. In case suit or action is
15 instituted to foreclose this contract or enforce any provision
16 hereof, the losing party in said suit or action agrees to pay
17 such sums as the trial court may adjudge reasonable as attorney
18 fees and costs to be allowed the prevailing party in said action
19 or suit and if an appeal is taken from such a judgement or
20 decree of the trial court, the losing party further promises to
21 pay such sums as the appellate court shall adjudge reasonable as
22 the prevailing party's attorney fees and costs on such appeal.

23 In construing this contract it is understood that the
24 singular shall include the plural, and vice versa; the masculine
25 shall include the feminine, and vice versa.

26 It is agreed that Buyer retains the full and sole right of
27 assignment of this contract or of the interest acquired herein,
28 at his sole option, and this agreement shall bind and inure to

1
2 the benefit, as the circumstances may require, of not only the
3 immediate parties hereto but their respective heirs, executors,
4 administrators, personal representatives, successors-in-interest
5 and assignees as well.

6 "This instrument will not allow use of the property
7 described in this instrument in violation of the applicable land
8 use laws and regulations. Before signing and excepting this
9 instrument, the person acquiring should check with the
10 appropriate city or county planning department to verify
11 approved uses."

12 IN WITNESS WHEREOF, said parties have executed this
13 instrument; a photocopy of this instrument shall be as valid as
14 the original.

15 DATED this 26th day of April, 1991.

16
17 Tom Swann
18 BUYER

19 SUBSCRIBED AND SWORN before me this 26th day of April,
20 1991.

21 J. Theresa Arnold
22 Notary Public for Oregon
23 My commission expires: 11/15/93

24 William P. O'Connor
25 SELLER

26 SUBSCRIBED AND SWORN before me this 26th day of April,
27 1991.

28 J. Theresa Arnold
Notary Public for Oregon
My commission expires: 11/15/93

NOTE

Tom Swan promises to pay the sum of five thousand dollars, (\$5000.00) to William P. O'Connor, at the rate of two hundred dollars (\$200.00) on the first day of each month, commencing with May 1, 1991, for twelve consecutive months, with the balance due on May 1, 1992. The interest rate shall be zero percent (0%).

Consideration for this obligation is the conveyance by William P. O'Connor to Tom Swan, the former's interest in those parts of Lots 3,4, and 5 of Block 26 of the Hot Springs Addition to the City of Klamath Falls, commonly known as 1841 Esplanade, Klamath Falls, Oregon, with said conveyance to be made contemporaneously with the execution of this note.

Tom Swan 4-26-91
Tom Swan, (debtor) date

William P O'Connor 4-26-91
William O'Connor date
(creditor)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of D. Mannix the 1st day
of May A.D., 19 91 at 1:02 o'clock P.M., and duly recorded in Vol. M91,
of Deeds on Page 8013.

FEE \$63.00

Evelyn Biehn County Clerk

By Pauline Muehlendore