

28821

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

STEVENA-NESE LAW FIRM, P.C., PORTLAND, OR, 97204

WARRANTY DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

Diane M. Rogers

conveys and warrants to Tom Swan Grantor,

except as specifically set forth herein situated in Klamath County, Oregon, to-wit:

Her one third undivided interest in: All those parts of Lots 3, 4, and 5 of Block 26, Hot Springs Addition, City of Klamath Falls, Oregon described as follows: beginning at a point 38 feet Southeasterly from the Northeasterly corner of said Lot 3 on the Southwesterly side of Eldorado Street; thence at right angles to the Southwesterly side of Eldorado Street a distance of 75 feet to the starting point of this description, thence running Southwesterly and parallel with the Northwesterly side of said Lot 3 a distance of 75 feet to the Northeasterly side of the alley through said Block 26; thence Southeasterly along the

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) (continued on reverse)
The said property is free from encumbrances except

Easements, reservations and restrictions of record, if any, and as contained in the contract of sale recorded contemporaneously herewith.

The true consideration for this conveyance is \$27,000 (Here comply with the requirements of ORS 93.030) (twenty-seven thousand dollars), pursuant to the terms of the above-

Referenced Contract of Sale:

Dated this day of , 19

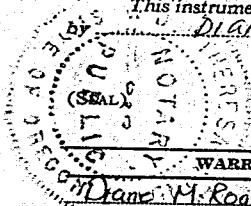
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 30th, 1991

DIANE ROGERS

A. Theresa Grant
Notary Public for Oregon
My commission expires 11/15/93



WARRANTY DEED

Diane M. Rogers

GRANTOR

Tom Swan & David Manrix
409 Pine St. 311, Klamath Falls OR 97601

GRANTEE

GRANTEE'S ADDRESS, ZIP

After recording return to:

David Manrix
409 Pine St., 311
Klamath Falls OR 97601

NAME, ADDRESS, ZIP

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

Tom Swan
6002 Hwy 97N
Preston ID 83623

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.

By NAME TITLE Deputy

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CONTRACT - Real Estate

This contract, made this 30th day of April 1991, between
Diane Rogers, 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 Esplanade Street, Klamath Falls,

For the sum of \$27,000 (hereinafter called the purchase
price), on account of which \$15,000.00 dollars is paid at the
time of Buyer's subsequent sale and the remainder to be paid at
times and in the amounts as follows, to wit:

The balance due on May 1, 1992. The interest rate
shall be 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 The Buyer shall be entitled to possession of said interest
3 in said property on April 30 1991 and may retain such
4 possession so long as Buyer is not in default under the terms of
5 this contract. The Buyer agrees that at all times the Buyer
6 will keep the premises and buildings, now or hereafter erected
7 thereon, in good condition and repair and will not suffer or
8 permit any waste thereof; each party will keep said premises
9 free from construction or other liens and save the other party
10 harmless therefrom, and reimburse the other party for all costs
11 and attorney fees incurred in defending against such liens; that
12 the Buyer will pay all taxes hereafter levied against said
13 property, as well as all water rents, public charges and
14 municipal liens as hereafter maybe imposed upon said premises,
15 all promptly before the same or any part thereof becomes past
16 due; that at Buyer's expense Buyer will insure and keep insured
17 all buildings now or hereafter erected on said premises against
18 loss or damage by fire in an amount not less than replacement
19 value.

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

25 Seller warrants to Buyer that her interest is good, clear
26 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 fails
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 \$27,000.00. 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

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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 accepting 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 30th day of April, 1991.

16
17 X Tom Swan
BUYER

18 SUBSCRIBED AND SWORN before me this 30th day of April
19 1991.

20 J. Henson Arnold
Notary Public for Oregon
My commission expires: 11/15/93

21
22 Diane Rogers
23 SELLER

24 SUBSCRIBED AND SWORN before me this 30th day of April,
25 1991.

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

NOTE

Tom Swan promises to pay the sum of twenty-seven thousand dollars (\$27,000.00) to Diane Rogers, payable as follows: \$15,000.00 due on sale by Tom Swan to subsequent buyer, with the full balance due no later than May 1, 1992.

Consideration for this obligation is the conveyance by Diane Rogers to Tom Swan of 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
Tom Swan (Debtor)

4-30-91
Date

Diane Rogers
Diane Rogers (Creditor)

4-30-91
Date

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 8021.

Evelyn Biehn, County Clerk

FEE \$63.00

By Ruthie Muelendore