

THIS CONTRACT is made as of the 14th day of January, 1990, by JUDY ANN CRIDER-JACKSON, Whose address is 700 East Peckham Lane #107, Reno, Nevada 89502, herein called Seller and LINDA S. CRIDER, whose address is H. C. 32 Box 80, Gilchrist, Oregon, 97737, herein called Buyer or Pruchaser.

## W I T N E S S E T H :

Seller agrees to sell to Purchaser and Purchaser agree to purchase from Seller that certain real property, and all improvements thereon, situated in Klamath County, State of Oregon, described as follows:

A portion of Lot 6, Block 2, of Riddle Acres, Crescent, Oregon, More particulary described as the East 75 feet of the West 150 feet of Lot 6; Including one 1964 Kit Mobile Home #54-142, Title #7918333328, License # X83201; in Klamath County, Oregon.

## PURCHASE PRICE AND PAYMENTS:

Purchaser promises to pay as the total purchase price for the Property the sum of \$6,000.00 (SIX THOUSAND DOLLARS). Such amount shall be paid as follows:

The entire balance of \$5,100.00 shall be paid in monthly installments of not less than \$77.40, including interest at the rate of (10%) per annum on the unpaid balance, the first of such installments to be paid one the 15th day of February, 1990, and subsequent to be paid on the 15th day of each month thereafter; provided, however, the entire purchase price, including principal, interest and late charges, shall be paid in full, on or before 15th February 1998. Interest on all unpaid balances shall commence on 15th February 1990. Each payment shall be applied first to interest to the due date and the balance to the principal.

Irrespective of the remedies hereinafter provided for, should the Purchaser fail to pay the monthly installments within ten (10) days from the due date such installment payments are due, Purchaser agrees to pay to Seller a penalty in an amount of ten per cent (10%) of any monthly payment which is late, which penalty shall be paid at the time said monthly payment is made.

## PREPAYMENT:

The Purchaser shall have the privilege of increasing any monthly payment or prepaying the whole consideration at any time, provided that additional payments shall not excuse Purchaser from making the regular monthly payments provided for in this Contract until the remaining balance has been paid in full.

POSSESSION:

Purchaser shall be entitled to possession of the Property from and after the date of execution of this agreement.

TAXES:

Purchaser agrees to pay when due all taxes and assessments which are thereafter levied against the Property, including any delinquent taxes on the date Purchaser takes possession, and to keep the Property free from all public, municipal and statutory liens which may be thereafter lawfully imposed upon the Property.

DEED:

Upon payment of the total purchase price for the Property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith deliver to Purchaser a good and sufficient warranty deed conveying the Property free and clear of all liens and encumbrances, excepting those placed upon the Property or suffered by Purchaser subsequent to the date of this Contract.

ESCROW:

This Contract and the aforementioned Warranty Deed signed by Seller shall be deposited with Klamath County Title Company P.O. Box 151, Klamath Falls, Oregon 97601 in a escrow account. Upon payment in full under the terms hereof, Klamath County Title Company, shall deliver said Warranty Deed to Purchaser. Seller and Purchaser shall each pay one-half of the escrow set-up fees.

DEFAULT:

Time is of the essence of this contract. A default shall occur if:

- (a) Purchaser fails to make any payment at the time required, or within ten (10) days thereof.
- (b) Purchaser fails to perform any other obligation imposed by this Contract and does not correct or commence correction of such failure within Sixty (60) days after receipt of written notice from Seller specifying the manner in which Purchaser is in default; or
- (c) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within ninety (90) days. If purchaser consists of more than one person or entity, the occurrence of any of these events as to any one

such person or entity shall constitute a default hereunder.

**REMEDIES ON DEFAULT:**

In the event of a default, Seller may take any one or more of the following steps:

- (a) Declare the entire balance of her purchase price and interest immediately due and payable.
- (b) Foreclose her Contract by suit in equity;
- (c) Specifically enforce the terms of this Contract by suit in equity;
- (d) Declare this Contract null and void as of the date of the breach and retain as liquidated damages the amount of the payments previously made hereunder. In such event, all of the right, title and interest of Purchaser to the Property shall revert to and be vested in Seller without any act of re-entry or without any other act by Seller to be performed, and Purchaser agrees to peaceably surrender the Property to Seller. Should Purchaser fail to so surrender the Property, Seller may at his option treat Purchaser as tenant holding over unlawfully after the expiration of a lease and Purchaser may be ousted and removed as such.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

**MAINTENANCE:**

Commencing with the possession date and thereafter at all times during the term of her Contract, Purchaser shall with respect to the Property do the following:

- 1. Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the Property, and in this connection promptly make all required repairs, alterations and additions.

**REPRESENTATION AND CONDITIONS OF PROPERTY:**

Purchaser accepts her and, buildings, improvements and all other aspects of her Property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by Seller. Purchaser agrees that she has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that he accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property and Seller has made no representations with

respect thereto.

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WAIVER:

Failure of Seller at any time to require performance of any provision of this Contract shall not limit the right of Seller to enforce the provision, nor shall any waiver by Seller of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provisions.

SUCCESSOR INTERESTS:

This Contract shall be binding upon and insure to the benefit of the parties and their successors. No interest of Purchaser shall be mortgaged, assigned, subcontracted or otherwise transferred, voluntarily or involuntarily, without the then remaining unpaid balance, principal, interest and late charges being paid in full.

PRIOR AGREEMENTS:

This document is the entire, final and complete agreement of the parties pertaining to her sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

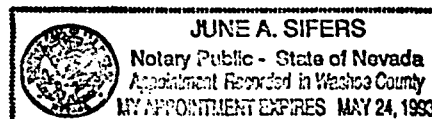
SELLER:

*Judy Ann Crider-Jackson*  
Judy Ann Crider-Jackson  
15 January 1990

PURCHASER:

*Linda S. Crider*  
Linda S. Crider  
15 January 1990

*June A. Sifers*  
Notary Public for *State of Nevada*  
My Commission Expires: *May 24, 1993*



*Return*

Until a change is requested all tax statements shall be sent to:  
Linda S. Crider  
H. C. 32 Box 80  
Gilchrist, Oregon 97737

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Linda S. Crider  
on this 15th day of May A.D., 1991  
at 2:23 o'clock P M. and duly recorded  
in Vol. M91 of Deeds Page 9185  
Evelyn Biehn County Clerk  
By Pauline Mullender  
Deputy.

Fee, \$43.00

*43.00*