

NE

38067

CONTRACT—REAL ESTATE

Vol. 119/ Page 25112

THIS CONTRACT, Made this 2nd day of December, 1991, between
 Mr. & Mrs. Dale R. Breit, Husband & Wife as Joint Tenants
 2226 Modoc Street, Klamath Falls, Oregon 97601
 and Michael W. Reilly, a single man
 P.O. Box 1454, Klamath Falls, Oregon 97601
 hereinafter called the seller,
 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:

KLAMATH FALLS 1ST EDITION:

Block 23, Lots 6-10 (3809-32BA-6800 (LOT 6) & 3809-32BA-6900 (LOTS 7-10))
 (aka: west side of M-Kinley Street between 4th & 5th Streets)

for the sum of Three-Thousand and no/100 Dollars \$3000.00
 (hereinafter called the purchase price) on account of which Three-hundred and no/100 Dollars (\$300.00) 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: \$2700.00) to the order of the seller in monthly payments of not less than two-hundred and no/100 Dollars (\$200.00) each month for a term of (16) consecutive months

payable on the 3rd day of each month hereafter beginning with the month of January, 1992, 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 12+ per cent per annum from January 3, 1992 until paid, interest to be paid (included). and 1/4 of 1/4 being included in the minimum monthly payments above required. Taxes on said premises for the current year shall be prorated between the parties hereto as of the date of this contract. N/A; BUYER TO ASSUME TAX CURRENT TAX LIABILITY.

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 December 3, 1991, 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 waste 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 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 or damage by fire (with extended coverage) in an amount not less than \$ N/A 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 fire, 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 N/A 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.

Mr. & Mrs. Dale R. Breit
 2226 Modoc Street
 Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Michael W. Reilly
 P.O. Box 1454
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:
 Michael W. Reilly
 P.O. Box 1454
 Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Michael W. Reilly
 P.O. Box 1454
 Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

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/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County Affixed.

NAME

TITLE

By _____ 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, or any of them, punctually within 30 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 cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as 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 and revert in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, 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, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 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 as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3000.00 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ON/A

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

In construing this contract, it is understood that the seller 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 neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof 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, executors, administrators, personal representatives, successors in interest and assigns as well.

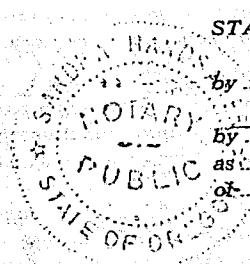
IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

D. K. BJA (Seller)
Ellen D. Breit (Seller)
Michael W. Reilly (Buyer)

* SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on December 2, 1991, by DALE R. BREIT AND ELLEN D. BREIT AND MICHAEL W. REILLY

This instrument was acknowledged before me on , 19 , by

as of

[Signature]
 Notary Public for Oregon

My commission expires 7/23/93

ORS 93.635 (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 93.990(3) Violation of ORS 93.635 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 the 2 day of Dec, A.D., 19 91 at 2:25 o'clock P M., and duly recorded in Vol. M91 of on Page 25112 Deeds

FEE 33.00

Evelyn Biehn County Clerk
 By Bernetha A. Ketch

F-4032
I.D. TAG NO.437
Local File NumberOREGON DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION
CENTER FOR HEALTH STATISTICS 138
CERTIFICATE OF DEATH

State File Number

1. DECEDENT'S NAME First: Tracy Middle: Michael Last: EARL		2. SEX M	3. DATE OF DEATH (Month, Day, Year) November 23, 1991			
4. SOCIAL SECURITY NUMBER 530-26-5779		5a. AGE Last Birthday (Years) 48	5b. Under 1 Year Mos. Days	5c. Under 1 Day Hours Mins.	6. BIRTHPLACE (City and State or Foreign Country) Las Vegas, Nevada	7. DATE OF BIRTH (Month, Day, Year) April 6, 1943
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify):				
9b. FACILITY NAME (If not institution, give street and number) Merle West Medical Center		9c. CITY, TOWN, OR LOCATION OF DEATH Klamath Falls			9d. COUNTY OF DEATH Klamath	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Electronic Technician		10b. KIND OF BUSINESS/INDUSTRY Telephone Company		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married		12. SPOUSE (If Married, Widowed) Wilmetta C.
13a. RESIDENCE - STATE Oregon		13b. COUNTY Klamath		13c. CITY, TOWN OR LOCATION Chiloquin		13d. STREET AND NUMBER P.O. Box 674
13e. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13f. ZIP CODE 97624		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Specify:		15. RACE American Indian, Black, White, etc. (Specify) White
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (6-12) College (14 or 5+) 5+		17. FATHER - NAME first middle last Tracy William Earl				
18. MOTHER - NAME first middle maiden Helen Porter		19. INFORMANT - NAME and relationship to decedent Wilmetta C. Earl, wife				
20a. METHOD OF DISPOSITION <input type="checkbox"/> Mausoleum <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) Klamath Cremation Service		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Klamath Falls, OR. 97601				
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Paul C. Dyer</i>		21b. LICENSE NUMBER (Of Licensee)		22. NAME, ADDRESS AND ZIP OF FACILITY Davenport's Chapel of the Good Shepherd, 6420 So. 6th St., Klamath Falls, Oregon 97603-7194		
23. DATE FILED (Month, Day, Year) NOV 25 1991		24. REGISTRAR'S SIGNATURE <i>Nancy Kennedy</i>				
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		26. WAS GIFT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A				
TO BE COMPLETED BY CERTIFYING PHYSICIAN						
27. TIME OF DEATH 09:50 A M		28. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>						
30. DATE SIGNED (Month, Day, Year) November 25, 1991						
31. NAME, TITLE, ADDRESS AND ZIP OF CERTIFIER/MEDICAL EXAMINER (Type or Print) Robert F. Bohnen, MD, 2610 Uhrmann Road, Klamath Falls, Oregon 97601						
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)						
TO BE COMPLETED ONLY BY MEDICAL EXAMINER						
31a. TIME OF DEATH M		31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) M				
32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>						
33. DATE SIGNED (Month, Day, Year) COUNTY						
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST						
36. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.) PART I (a) <i>Adenocarcinoma of prostate</i> DUE TO, OR AS A CONSEQUENCE OF: (b) DUE TO, OR AS A CONSEQUENCE OF: (c) DUE TO, OR AS A CONSEQUENCE OF: PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I. <i>None</i>						
37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		39. # YES some findings consistent in determining cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
40. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide		41a. DATE OF INJURY (Month, Day, Year)		41b. TIME OF INJURY M		41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
41d. DESCRIBE HOW INJURY OCCURRED		41e. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify)				
41f. LOCATION (Street and Number or Rural Route Number, City or Town, State)						
RESERVED FOR REGISTRAR'S USE						

THIS IS A TRUE AND EXACT REPRODUCTION OF THE ORIGINAL VITAL STATISTICS FORMALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

DATE ISSUED NOV 25 1991

DONNA A. VERLING
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Wilmetta C Earl the 2 day
of Dec A.D., 19 91 at 2:25 o'clock P.M., and duly recorded in Vol. M91
of deeds on Page 25114

FEE 33.00

Wilmetta C Earl
P O Box 674
Klamath Falls, Or 97601By Evelyn Biehn County Clerk
Bernetha T. Schuch