

THIS CONTRACT, made and entered into this 13th day of MARCH, 1992, by and between FINLEY H. MALLORY, hereinafter called Seller, and DANIEL DAVID NIX and LETHA ANN NIX, husband and wife, hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

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

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements, located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Lot 11, Block 11 and the West 5 feet of Lot 10, Block 11, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-20DD TL 13100  
CODSE 1 MAP 3908-20DD TL 13000

SUBJECT TO: contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights of way of record and those apparent on the land.

ALSO SUBJECT TO: rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

ALSO SUBJECT TO: Regulations, including levies, liens and utility assessments of the City of Klamath Falls.

ALSO SUBJECT TO: Conditions and restrictions as shown on the recorded plat of Eldorado Addition to the City of Klamath Falls.

ALSO SUBJECT TO: Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Kenneth W. Langer and Linda M. Langer, husband and wife  
Trustee: Transamerica Title Insurance Company  
Beneficiary: First National Bank of Oregon  
Dated: April 16, 1971  
Recorded: April 16, 1971  
Book: M-71  
Page: 3333  
Amount: \$10,500.00

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.

It is mutually agreed as follows:

1. **Possession:** Buyer shall be entitled to possession of the property as of the date hereof;

2. **Prepayment Privileges:** After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance provided for hereinafter with interest due thereon to the date of payment;

3. **Payment of Liens and Taxes:** Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the

same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments, and charges for the current year shall be pro-rated as of the date hereof, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided herein, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefore;

4. **Insurance:** Buyer shall keep any buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the full insurable value thereof with loss payable in the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession; Buyer shall furnish Seller proof of such insurance coverage;

5. **Waste Prohibited:** Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not cut or remove any timber, trees or shrubbery without Seller's prior written consent. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;

6. **Transfer of Title:** Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as provided herein, together with a good and sufficient Bill of Sale or Certificate of Title as appropriate and will place said documents, together with one of these agreements, in escrow at ASPEN TITLE & ESCROW, INC., 525 Main Street, Klamath Falls, Oregon 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said documents to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said documents to Seller;

7. **Tax Payment Procedures:** Until a change is requested, all tax statements shall be sent to the address designated by Buyer hereinafter. Buyer shall immediately upon receipt of such tax statements provide the same to Seller. Buyer shall be required to pay (in addition to those certain payments provided for at Paragraph 16 hereinafter) one twelfth (1/12th) of the annual taxes and insurance for the current year. The parties understand and agree that this amount is presently \$51.01 each month. The parties agree that this amount may be adjusted by the escrow agent, referred to in Paragraph 6 hereof, depending upon the increase or decrease in the real property taxes and insurance billed. The escrow agent named in Paragraph 6 hereof shall be empowered by collection escrow instructions to apply this additional payment (1/12th of the annual real property taxes billed) paid monthly to the unpaid principal balance owing hereunder; Seller agrees to pay the real property taxes and insurance, and to furnish the named escrow agent and Buyer with paid tax and insurance receipts each year, at which point the escrow agent shall be authorized and empowered to add the amounts so paid to

the unpaid principal balance owing hereunder, such sum to bear interest at the rate provided for at Paragraph 16 hereof. ~~Buyer has further been made aware of a Restraint on Alienation contained in certain of the underlying encumbrances.~~ JN Jan J. H. M.

8. **Property Taken "As Is":** Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that Buyer has made a personal inspection of the property so as to determine its acceptability, and has personally researched and is satisfied with the ability to obtain access to the property; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.

9. **Consent to Assignment:** Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. Such consent shall not be unreasonably withheld. In the event the within described property, any part thereof, any interest therein (whether legal or equitable) is sold, agreed to be sold, conveyed, assigned or alienated by the Buyer without having first obtained the written consent or approval of the Seller, then, at the Seller's option, all obligations secured by this instrument, irrespective of the maturity date expressed herein, shall become immediately due and payable;

10. **Time of Essence:** It is understood that and agreed between the parties that time is of the essence of this contract;

11. **Default:** In case Buyer shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms and at the times above-specified or fail to keep any of the terms or conditions of this agreement, then the Seller at his option shall have the following rights:

a) To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or

b) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or

c) To withdraw said deed and other documents from the escrow and/or;

d) To foreclose this contract by suit or by strict foreclosure 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 determine, and the right to the possession of the premises above-described and all other rights acquired by the Buyer hereunder shall revert to and revest in said Seller without any act of re-entry, or any other act of said Seller to be performed and without any right of Buyer of return, reclamation or compensation for monies 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. The said Seller, in case of such default, shall have the right immediately, or any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right and nothing in this contract shall preclude appointment of the Seller as such receiver;

12. **Abandonment:** Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights;

13. **Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to title costs and all other sums provided by law;

14. **No Waiver:** Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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;

15. **Binding on Successors:** This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing;

16. **Purchase Price and Payments:** The purchase price for the interest conveyed is the sum of twenty seven thousand five hundred dollars (\$27,500.00) payable as follows:

(a) Buyer shall pay an initial payment in the amount of two thousand dollars (\$2,000.00), and

(b) The remainder of the purchase price in the amount of twenty five thousand five hundred dollars (\$25,500.00) shall be payable in monthly installments of \$246.00, including interest at the rate of ten percent (10%) per annum on the unpaid balance, which said sum includes principal and interest; together with the applicable collection escrow fees (so long as such monthly check charge does not exceed \$4.00 per month; should the check charge exceed \$4.00 per month, the parties will equally pay one-half of the excess check charge over \$4.00 per month); the first of such payments shall be payable on the first day of APRIL, 1992, with a further and like installment payable on the first day of each and every month thereafter, UNTIL THE 16th DAY OF MARCH, 1997, WHEN THE ENTIRE BALANCE, INCLUDING PRINCIPAL AND INTEREST, SHALL BE FULLY DUE AND PAYABLE. Interest begins MARCH 16, 1992.

17. **Inclusion of Personal Property:** It is agreed between Buyer and Seller that the property conveyed by the within Land Sale Contract includes a stove which said personal property item constitutes an improvement to the real property conveyed by the within instrument. Buyer and Seller agree that Seller shall retain title to the said personal property item until the Land Sale Contract has been paid in full. J. J. W. LAM DDN

18. **Escrow Funds Distribution:** It is understood by and between the parties that the real property being conveyed by the within instrument is encumbered by a certain contract, including the terms and provisions thereof, more particularly described hereinabove, owing to First National Bank of Oregon (now First Interstate). It is agreed that the escrow holder named herein, or its successor, upon receipt of payments from Buyer, shall remit the same in payment of the obligation owing to First National Bank of Oregon (now First Interstate) until the said obligation has been paid in full. Seller agrees that the proceeds from payments made hereunder by Buyer shall be utilized by Seller (and the named escrow agent) in payment of the aforesaid obligation, which Buyer does not assume.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first hereinabove written.

SELLER

Finley H. Mallory  
FINLEY H. MALLORY

BUYER

Daniel David Nix  
DANIEL DAVID NIX

Aletha Ann Nix  
ALETHA ANN NIX  
MDDU

STATE OF OREGON/County of Klamath)ss:

PERSONALLY APPEARED BEFORE ME the above-named Finley H. Mallory, and acknowledged the foregoing Land Sale Contract to be his voluntary act and deed.

DATED this 13th day of MARCH, 1992.

W. Arlene T. Addington  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: MARCH 22, 1993

STATE OF OREGON/County of Klamath)ss.

PERSONALLY APPEARED BEFORE ME the above-named Daniel David Nix and Aletha Ann Nix and acknowledged the foregoing Land Sale Contract to be their voluntary act and deed.

DATED this 16th day of MARCH, 1992.

W. Arlene T. Addington  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: MARCH 22, 1993

GRANTOR'S NAME AND ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE'S NAME AND ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFTER RECORDING, RETURN TO:  
ASPEN TITLE & ESCROW, INC  
ATTN: COLLECTION DEPARTMENT

UNTIL A CHANGE IS REQUESTED  
TAX STATEMENTS SHOULD BE  
SENT TO:

Mr. & Mrs. Daniel David Nix  
121 Mortimer  
Klamath Falls, Oregon 97601

STATE OF OREGON/County of Klamath)ss:  
I CERTIFY that the within instrument was received for record on the 16th day of March, 1992, at 3:28 o'clock P.M. and recorded in Book M92 on Page 5438 or as File/Reel number 42271, Records of Deeds of said County.  
WITNESS MY HAND AND SEAL OF COUNTY AFFIXED.

Evelyn Biehn, County Clerk  
Recording Officer  
By: Quelise Muehlendore

Fee 50.00