

NE

61927

CONTRACT—REAL ESTATE

Vol 93 Page 11721

THIS CONTRACT, Made this 12 day of May, 1993, between

Robert Charles Johnson and Patricia An Johnson, husband and wife,

99176 and Stanley C. Smith, hereinafter called the seller,

and 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:

1. That portion of the S $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the SE $\frac{1}{4}$ ; and that portion of the North 16.88 feet of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$ , that are lying East of the Easterly Right of Way line of the Malin-Bonanza Road, all in Section 24, Township 40 South, Range 11 East, of the Willamette Meridian. (TAX LOT R 4011 02400 01000)

2. ~~THE SOUTHWEST CORNER OF THE NORTHWEST CORNER OF THE SECTION 30, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.~~

2. The South Half of Government Lot 2, Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

for the sum of Twenty Seven Thousand Eight Hundred & 00/100 Dollars (\$ 27, 800.00,) (hereinafter called the purchase price) on account of which Two Hundred Seventy Five & 00/100 Dollars (\$ 275.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit:

The balance of \$27,525.00 to be payable in monthly installments of \$275.00, or more, including 9% interest per annum. All due and payable on or before May 15, 2003. Interest shall begin on May 15, 1993. The first payment shall be due on June 15, 1993, and on the 15th day of each month thereafter until paid in full. There shall be no penalty for pre-payment. There shall be a \$12.00 late fee assessed on any payment over 15 days late.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL ON PARCEL 2.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 9 per cent per annum from May 15, 1993 until paid, interest to be paid monthly and ~~being included in~~ the minimum regular payments ~~above required.~~ Taxes on said premises for the current tax year shall be prorated between the parties hereto as of nil, 19.

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.

The buyer shall be entitled to possession of said lands on May 15, 1993, 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 \$ 0.00 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 as soon as insured to the escrow agent hereinafter named. Now if the buyer shall fail to pay any such liens, costs, 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. Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, buyer's heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and items of record commonly accepted and common to the area and has placed said deed, together with an executed copy of this contract

in escrow with Mountain Title Company of Klamath Falls, Oregon, escrow agent, with instructions to deliver said deed, together with an executed copy of this contract, to the order of the buyer, buyer's heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the seller.

(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 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 equivalent.

R.C. & P. A. Johnson  
P. O. Box 2270  
Lake Havasu City, AZ. 86405  
SELLER'S NAME AND ADDRESS

Stanley C. Smith  
25250 Schaupp Rd.  
Klamath Falls, OR. 97603  
BUYER'S NAME AND ADDRESS

After recording return to:

Mt. Title Co. Coll #6020  
222 S. 6th Street  
Klamath Falls, OR 97601  
NAME, ADDRESS, ZIP

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

Stanley C. Smith  
25250 Schaupp Rd.  
Klamath Falls, OR. 97603  
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/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

04-28-95P01:38 RCVD

93 MAY 24 PM 1:30

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 20 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;
- (3) To withdraw said deed and other documents from escrow; and/or
- (4) 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 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 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 \$27,800.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (1)

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.

Stanley C. Smith

Robert Johnson  
Patricia Johnson

\* 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

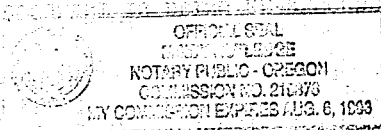
This instrument was acknowledged before me on MAY 12 <sup>SS. TH</sup>, 1993  
by STANLEY C. SMITH

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Mindy R. Ruch  
Notary Public for Oregon  
My commission expires 8-6-93

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.

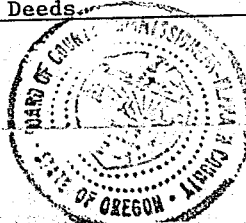
(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 24th day  
of May A.D., 1993 at 1:38 o'clock P M., and duly recorded in Vol. M93  
of Deeds on Page 11721

FEE \$35.00

Evelyn Biehn County Clerk  
By Annette Mueller



INDEXED  
D. V.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 28th day  
of April A.D., 1995 at 1:38 o'clock P M., and duly recorded in Vol. M95  
of Deeds on Page 10987

FEE \$10.00

Bernetha G. Letsch, County Clerk  
By Annette Mueller

C-7751  
I.D. TAG NO.  
**95-03510**  
Local File Number

OREGON DEPARTMENT OF HUMAN RESOURCES  
HEALTH DIVISION  
CENTER FOR HEALTH STATISTICS 136  
CERTIFICATE OF DEATH

State File Number

5.00

3.12

1-13-95 2

DECEDENT

PARENTS

DISPOSITION

REGISTRAR

CERTIFIER

CONDITIONS  
IF ANY  
WHICH GAVE  
RISE TO  
IMMEDIATE  
CAUSE  
SUSING THE  
UNDERLYING  
CAUSE LAST

CAUSE OF  
DEATH

15

16

17

1. DECEDENT'S NAME First: <b>Howard</b> Middle: <b>Samuel</b> Last: <b>MYERS</b>		2. SEX <b>Male</b>	3. DATE OF DEATH (Month, Day, Year) <b>January 6, 1995</b>
4. SOCIAL SECURITY NUMBER [REDACTED]		5a. AGE-Last Birthday (Years) <b>77</b>	5b. Under 1 Day Mos. Days Hours Mins.
6. BIRTHPLACE (City and State or Foreign Country) <b>Alliance, Nebraska</b>		7. DATE OF BIRTH (Month, Day, Year) <b>May 12, 1917</b>	
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) <input type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> D.O.A. <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)	
9b. FACILITY NAME (If not institution, give street and number) <b>1433 Oleander</b>		9c. CITY, TOWN, OR LOCATION OF DEATH <b>Medford</b>	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <b>Laborer</b>		10b. KIND OF BUSINESS/INDUSTRY <b>Plywood Mill</b>	
11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) <b>Married</b>		12. SPOUSE (If Married, Widowed) <b>Virginia</b>	
13a. RESIDENCE - STATE <b>Oregon</b>		13b. COUNTY <b>Jackson</b>	
13c. CITY, TOWN OR LOCATION <b>Medford</b>		13d. STREET AND NUMBER <b>1433 Oleander</b>	
14. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		15. ZIP CODE <b>97504</b>	
16. 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		17. RACE American Indian, Black, White, etc. (Specify) <b>White</b>	
18. FATHER - NAME first middle last <b>Samuel - Myers</b>		19. MOTHER - NAME first middle maiden <b>Theresa Mae Schartz</b>	
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)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <b>Hillcrest Memorial Park</b>	
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		21b. LICENSE NUMBER (Of Licensee) <b>2255</b>	
22. DATE FILED (Month, Day, Year) <b>JAN 12 1995</b>		23. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	
24. REGISTRAR'S SIGNATURE <i>[Signature]</i>		25. WAS GIFT MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	
26. TO BE COMPLETED BY CERTIFYING PHYSICIAN			
27. TIME OF DEATH <b>9:40 A M</b>		28. WAS MEDICAL EXAMINER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. To the best of your 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) <b>1-11-95</b>			
31. NAME, TYPE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) <b>James W. Theen M.D. 555 Black Oak Drive Medford, Oregon 97504</b>			
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			
33. 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) <b>Complete Heart Block</b>		Interval between onset and death <b>months</b>	
(b) <b>Atherosclerotic heart disease</b>		Interval between onset and death <b>decades</b>	
(c)		Interval between onset and death	
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I. <b>Dementia, type 2 diabetes</b>			
37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input checked="" type="checkbox"/> Unknown		38. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
39. If YES were findings contained 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 <b>M</b>		41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
41d. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify)		41e. LOCATION (Street and Number or Rural Route Number, City or Town, State) <b>Jackson County, Oregon</b>	
RESERVED FOR REGISTRAR'S USE			

ORIGINAL-VITAL STATISTICS COPY

3.12 FEB 07 1995

PA 11-82

KATHLEEN S. BECKETT  
CLERK and RECORDER

*[Signature]*  
Deputy

*[Signature]*  
HENRY COLLINS, JR.  
COUNTY REGISTRAR  
JACKSON COUNTY, OREGON

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE JACKSON COUNTY REGISTRAR.

JAN 13 1995

DATE ISSUED:



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of **Virginia Myers** the **28th** day of **April** A.D., 1995 at **1:44** o'clock **P** M., and duly recorded in Vol. **M95** of **Deeds** on Page **10989**.

FEE \$10.00

Ret: Virginia Myers  
1433 Oleander  
Medford, Or. 97504

By *[Signature]*  
Bernetha G. Letsch, County Clerk