

29076 MC4057 CONTRACT - REAL ESTATE Vol. 1796 Page 37405
THIS CONTRACT, Made this 25th day of NOVEMBER, 1996, between

THOMAS HORN
and DONALD E. MCCOY, III AND VIRGINIA L. MCCOY, Trustees of SOTA, hereinafter called the seller,

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: Lot 2 in Block 63 of NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

for the sum of SIXTY SEVEN THOUSAND, ELEVEN DOLLARS AND 37 CENTS Dollars (\$67,011.37)

hereinafter called the purchase price, on account of which NO DOLLARS Dollars (\$0.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: PAYMENTS OF INTEREST ONLY AT 12.000%, PAYMENT TO BE MADE MONTHLY FOR ONE YEAR, THEN THE ENTIRE LOAN BALANCE WILL BE DUE AND PAYABLE.

The true and actual consideration for this conveyance is \$67,011.37 (Here comply with ORS 93.030.)

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 12.000 per cent per annum from NOV. 23, 1996 until paid; interest to be paid MONTHLY and * in addition to the minimum regular payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of NOV. 23, 1996.

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 the lands on NOV. 27, 1996, 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 the 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 the property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the 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 the premises against loss or damage by fire (with extended coverage) in an amount not less than full ins. value in a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, 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 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.

The described premises are now subject to a mortgage (the word mortgage as used herein includes within its meaning a trust deed) recorded in the Deed*, Mortgage*, Miscellaneous* Records of the aforementioned county in book/reel/volume No. M96 on page 4805 or as fee/file/instrument/microfilm/reception No. (reference to which hereby is made) on which the unpaid principal balance thereof at this time is \$20,000.00 and no more, with interest paid to November 20, 1996, payable in installments of not less than \$250.00 per month; the seller agrees to pay all sums due and to become due on the contract or mortgage promptly at the times required for the payments and to keep the contract or mortgage free from default; should any of the installments on the contract or mortgage so paid by the seller include taxes or insurance premiums on the premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of the installments so paid applicable to taxes and insurance premiums; should the seller for any reason permit the contract or mortgage to be or become in default, the buyer may pay any sums required by the contract or mortgage to be paid or otherwise perform the contract or mortgage and the buyer shall be entitled to credit for all sums so paid by buyer against the sums next to become due on the above purchase price pursuant to the terms of this contract. See exhibit A attached.

The seller agrees that at seller's expense and within days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the 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, and the contract or mortgage. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements and 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 Standard Form No. 1219 or equivalent.

THOMAS HORN
579 KING MOUNTAIN TRAIL
SUNNYSIDE VALLEY OR 97497
Grantor's Name and Address
SOTA
P.O. BOX 1030
JACKSONVILLE OR 97530
Grantee's Name and Address
After recording return to (Name, Address, Zip):
AMERITITLE
222 SOUTH SIXTH STREET
KLAMATH FALLS OR 97601
Until requested otherwise send all tax statements to (Name, Address, Zip):
SOTA
P.O. Box 1030
Jacksonville OR 97530

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 _____ and/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

And it is understood and agreed between the 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 shall have the following rights and options:

- (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 the 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 vest in the seller without any act of re-entry, or any other act of the 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 the 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 the seller as the agreed and reasonable rent of the premises up to the time of such default. And the 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 the 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.

Seller, seller's agents, and the holder of any existing encumbrance to which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the 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 the 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, the 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, if any, 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30630.

Thomas Horn
THOMAS HORN
Virginia L. McCoy
Donald E. McCoy

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

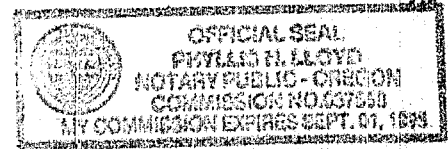
STATE OF OREGON, County of JACKSON) ss.
This instrument was acknowledged before me on _____, 19____,
by THOMAS HORN
This instrument was acknowledged before me on _____, 19____,
by DONALD E. MCCOY, III AND VIRGINIA L. MCCOY,
as TRUSTEES
of SOTA

Notary Public for Oregon
My commission expires _____

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,) ss.
County of JACKSON
BE IT REMEMBERED, That on this 25th day of NOVEMBER, 1986,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named THOMAS HORN
known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Notary Public for Oregon
My commission expires _____

EXHIBIT "A"

** The described premises are now subject to a mortgage (the word mortgage as used herein includes within its meaning a trust deed) recorded in the Deed*, Mortgage*, Miscellaneous* Records of the aforementioned county in book/reel/volume No. M96 on page 11867, on which the unpaid principal balance thereof at this time is \$21,954.25 and no more, with interest paid to November 20, 1996, payable in installments of not less than \$228.29 per month; the seller agrees to pay all sums due and to become due on the contract or mortgage promptly at the times required for the payments and to keep the contract or mortgage free from default; should any of the installments on the contract or mortgage so paid by the seller include taxes or insurance premiums on the premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of the installments so paid applicable to taxes and insurance premiums; should the seller for any reason permit the contract or mortgage to be or become in default, the buyer may pay any sums required by the contract or mortgage to be paid or otherwise perform the contract or mortgage and the buyer shall be entitled to credit for all sums so paid by buyer against the sums next to become due on the above purchase price pursuant to the terms of this contract.

Thomas Horn
THOMAS HORN

Virginia L. McCoy
Donald E. McCoy

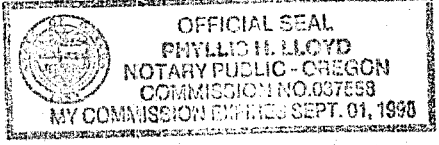
STATE OF OREGON,

County of JACKSON

FORM No. 23—ACKNOWLEDGMENT
Stevens-Hos Low Publishing Co. INC.
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 25th day of NOVEMBER, 1996, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named DONALD E. MCCOY, III AND VIRGINIA L. MCCOY, TRUSTEES OF SOTA

known to me to be the identical individual.... described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 27th day of November A.D., 1996 at 3:51 o'clock P.M., and duly recorded in Vol. M96 of Deeds on Page 37405

FEE \$40.00

Bernetha G. Letsch
By [Signature] County Clerk