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CONTRACT—REAL ESTATE

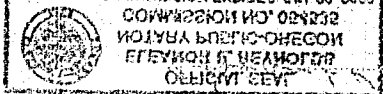
Vol. 198 Page 6283

THIS CONTRACT, Made this 10 th day of December, 1997, between
Richard E. Van Donk & Karen Van Donk, hereinafter called the seller,
 and Rena J. Van Donk & Richard J. Van Donk, husband & wife

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:

Property Described in Exhibit "A"
 Property is free of all encumbrances.

for the sum of Fifty-five thousand & no/100 dollars. Dollars (\$55,000.00),
 hereinafter called the purchase price, in part payment of which the buyer assumes and agrees to pay a contract or
 mortgage (the word "mortgage" as used herein includes within its meaning a trust deed) now on the land recorded
 in book/reel/volume No. 354 on page 309 and/or as fee/file/instrument/microfilm/reception No.
Deed (indicate which) of the Deed*, Mortgage*, Miscellaneous* Records of the aforementioned county,
 reference to which hereby is made, the unpaid principal balance of which is \$ 0, together with the
 interest hereafter to accrue on the contract or mortgage according to the terms thereof; the buyer agrees to pay the
 balance of the purchase price to the order of the seller, at the times and in amounts as follows, to-wit:



The true and actual consideration for this conveyance is \$55,000.00 (Here comply with ORS 93.030.)
 Property was paid in full on the 10th day of December, 1997.

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of _____ per-
 cent per annum from _____ until paid; interest to be paid _____ 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 _____, 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,
 (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 November 1st, 1997, 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 \$ _____
 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 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 encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or
 arising by, through or under seller, excepting, however, the easements, restrictions, the contract or mortgage 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 equivalent.

STATE OF OREGON,
 County of Klamath } 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/instru-
 ment/microfilm/reception No. _____
 Record of Deeds of said County.

Witness my hand and seal of
 County, affixed.

NAME _____ TITLE _____
 By _____ Deputy

Grantor's Name and Address
Richard E. Van Donk
Rena J. Van Donk
HC 30 Box 118
Chemult, Or. 97731
 After recording return to (Name, Address, Zip):
Rena J. Van Donk
HC 30 Box 118
Chemult, Or. 97731
 Until requested otherwise send all tax statements to (Name, Address, Zip):
Same as Above

98 FEB 26 P3:03

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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, and the payments to become due on the contract or mortgage, principal and interest or any of them, punctually within 30 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 re-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 30.030.

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

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on Feb. 26, 1999, by Karen A. Van Dorn

This instrument was acknowledged before me on Feb. 26, 1999, by Karen A. Van Dorn

Richard Van Dorn

Richard Van Dorn



OFFICIAL SEAL
ELEANOR E. REYNOLDS
NOTARY PUBLIC-OREGON
COMMISSION NO. 054535
MY COMMISSION EXPIRES JUN. 28, 2000

Eleanor E. Reynolds
Notary Public for Oregon
My commission expires June 28, 2000

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.

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23388

CONTRACT - NEW INSTRUMENT

APR 28 1999

EXHIBIT "A"

A tract of land situated in the SE 1/4 NE 1/4 of Section 19 and the SW 1/4 NW 1/4 of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point that is South 89 degrees 30' West 476.48 feet from the quarter corner of Sections 19 and 20 said Township and Range; thence North 16 degrees 22' East 544.77 feet; thence South 73 degrees 38' East 259 feet; thence North 16 degrees 22' East 221 feet to the true point of beginning, said point also being an angle corner in a Deed recorded July 6, 1964 in Book 354 at Page 309, Deed Records of Klamath County, Oregon; thence continuing North 16 degrees 22' East 200 feet, more or less, to the Southerly line of Deed recorded January 13, 1958 in Book 296 at Page 604, Deed Records of Klamath County, Oregon; thence South 73 degrees 66' 30" East along said Southerly line 200 feet, more or less, to the Westerly right of way line of the Dalles-California Highway as now located; thence South 16 degrees 55' 30" West along said right of way line 200 feet, more or less, to a Northerly line of Deed in Book 354 at Page 309, Deed Records of Klamath County, Oregon; thence North 73 degrees 06' West along said Northerly line 200 feet, more or less to the point of beginning.

ALSO that parcel of land situate in the SW 1/4 NW 1/4 of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron pipe on the Westerly right of way of the Dalles-California Highway (U.S. No. 97) 150 feet distant from the center line of said highway opposite Engineer's Station 1024-36.0 and on the Southerly line of that parcel conveyed by Book 296 at Page 604, Deed Records of Klamath County, Oregon; thence North 73 degrees 04' 30" West along said Book 296 at Page 604, 196.1 feet; thence North 16 degrees 55' 30" East 12.0 feet; thence South 73 degrees 04' 30" East 196.1 feet; thence South 16 degrees 55' 30" West 12.0 feet to the point of beginning. Said parcel being located in the SW 1/4 NW 1/4 of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 8 MAP 2808-20BO TL 2600
CODE 50 MAP 3808-20BO TL 2700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Rina J. Van Donk the 26th day
of February A.D., 19 98 at 3:03 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 6283.

FEE \$40.00

By Bernetha G. Leisch, County Clerk
Kadman Ross