

98 OCT 13 P 234

THIS CONTRACT, Made this 1st day of February, 1991, between Lynn G. Westwood and Lisa R. Westwood, husband and wife, with full rights of survivorship, hereinafter called the seller, and Paul A. Nash and Cathy M. Nash, husband and wife, with full rights of survivorship, 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:

The Southerly 415 feet of the Westerly 1035 feet of Lot 17, Block 5, KLAMATH FALLS FOREST ESTATES - SYCAN UNIT, in the County of Klamath, State of Oregon. (MAP 3513-2900 TL 4100 described as 17D)

for the sum of Eighty Nine Hundred and 00/xx Dollars (\$8,900.00) (hereinafter called the purchase price) on account of which Ninety and 00/xx Dollars (\$90.00) 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: \$8,810.00) to the order of the seller in monthly payments of not less than Ninety and 00/xx Dollars (\$90.00) each, and one payment of \$1,000.00 to be made on or before May 1, 1991, payable on the 1st day of each month hereafter beginning with the month of March 1, 1991, 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 10 per cent per annum from February 1, 1991 until paid, interest to be paid monthly and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

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 February 1, 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 fees 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 \$15/2 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 issued. Note if the buyer shall fail to pay any such liens, taxes, water rents, fees 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 discussed, 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 300 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 covenants prior of record, if any. Seller also agrees that when said purchase price is fully paid and upon execution 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 covenants, restrictions and the taxes, municipal fees, 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: Buyer, by using said, whichever phrase and which trust 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, see Instructions Form No. 1219 or similar.

Lynn G. & Lisa R. Westwood
P.O. Box 961
Klamath Falls, Or 97601
SELLER'S NAME AND ADDRESS

Paul A. & Cathy M. Nash
31300 South 3240 Veld Way
Cameron Park, CA 95682
BUYER'S NAME AND ADDRESS

After recording return to:
Lynn G. & Lisa Westwood
P.O. Box 961
Klamath Falls, Or 97601
NAME, ADDRESS, ZIP

Until a change is requested all hereinafter shall be sent to the following address:
Paul A. & Cathy M. Nash
31300 South 3240 Veld Way
Klamath Falls, Or 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.

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, voluntarily within 20 days of the time limited thereafter, 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 annulled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain any 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 for sale 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 revert to and remain in said seller without any act of recovery, or any other act of said seller to be performed and without any right of the buyer at return, redemption or compensation for money 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 thereunder made on this contract are to be retained by and belong to said seller as the agreed and reasonable part of said purchase price 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 therein 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 of a waiver of the provisions hereof.

Prior to payment in full no timber, trees, minerals or soils are to be cut, quarried or removed without prior written consent of seller.

This true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,900.00

of or include other proceeds or value given or assumed by the parties to this contract, or any part of the same, shall be considered as part of the consideration for this transfer.

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 contract so requires, the singular pronoun shall be taken to mean and include the plural and the reverse; and that generally all grammatical changes shall or 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.

* SELLER: Comply with ORS 92.005 of seq prior to executing this remedy.
NOTE-The sentence between the symbols @, if not applicable, should be deleted. See ORS 10.000.

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

This instrument was acknowledged before me on FEB 28, 1991
by PAUL A. NASH & CATHY M. NASH
This instrument was acknowledged before me on FEB 28, 1991
by CATHY M. NASH

Notary Public for Oregon
My commission expires

ORS 92.005 (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 92.005(3) Violation of ORS 92.005 is punishable, upon conviction, by a fine of not more than \$100.

GENERAL ACKNOWLEDGMENT

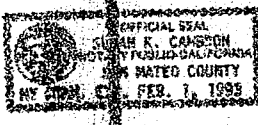
State of CALIFORNIA
County of SAN MATEO

On this the 28th day of FEB. 1991, before me,
SUSAN K. CAMBRON

The undersigned Notary Public, personally appeared
PAUL A. NASH AND CATHY M. NASH

☒ Personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) ARE subscribed to the
within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

Susan K. Cambron
Notary's Signature



STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at request of _____ the 13th day
of October A.D., 19 95 at 2:34 o'clock P.M., and duly recorded in Vol. M98
of _____ of _____ on Page 37560
By Berntha G. Letch, County Clerk

FEE \$35.00