

TK

CONTRACT—REAL ESTATE

Vol M09 Page 48024THIS CONTRACT, Made this _____ day of _____, 19__99__, between
William K. Kalita

and Steve A. DeGolyer and Cheryl K. DeGolyer, husband and 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:

Lot 11 in Block 2 of Tract 1168, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 FEETITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

for the sum of Nine Thousand Seven Hundred Fifty and 00/100 ---- Dollars (\$ 9,750.00)
(hereinafter called the purchase price) on account of which One Thousand Five Hundred and 00/100
Dollars (\$ 1,500.00) 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 shall be monthly installments of not less than \$250.00 in any one
payment. Each payment as made shall be applied first to accumulated interest and
the balance to principal. The first payment to be made on the fifteenth day of
December, 1999, and a like payment on the 15th day of each month thereafter until
February 15, 2003, when the whole unpaid balance hereof, if any, shall become due
and payable.
Monthly payments shall be due and payable on the 15th day of each month.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, household or agricultural purposes.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 _____ nine _____
per cent per annum from November 15, 1999 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 the
date of this contract.The buyer shall be entitled to possession of said lot 11 on November 15, 1999, and may retain such possession so long as
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he 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 \$ _____ Not Apply _____ 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 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 his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (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 easements now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said
premises in fee simple unto the buyer, his heirs and assigns, free and clear of all 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 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 his 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-Neess Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use
Stevens-Neess Form No. 1307 or similar.William K. Kalita
P. O. Box 431
Chiloquin, OR 97624

SELLER'S NAME AND ADDRESS

Mr. and Mrs. Steve DeGolyer
P. O. Box 1044
Chiloquin, OR 97624

BUYER'S NAME AND ADDRESS

First American Title Insurance Company
P. O. Box 151
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Send a change is required all tax statements shall be sent to the following address.

Mr. and Mrs. Steve DeGolyer
P. O. Box 1044
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

K34714

STATE OF OREGON.

County of _____

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19_____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____.

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Recording Officer

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, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (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 by suit in equity, and in any or such cases, said purchase price with the interest thereon shall be paid by the buyer hereunder shall utterly cease and determine, and the right to the all rights and interest created or then existing in favor of the buyer hereunder shall revert to and remain 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 his 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 \$ 9,750.00

~~part of the consideration (in kind) which is~~

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

William K. Kalita
William K. Kalita

Steve A. DeGolyer
Steve A. DeGolyer
Cheryl K. DeGolyer
Cheryl K. DeGolyer

NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,
County of KLAMATH, ss.
10-23, 19 99.

STATE OF OREGON, County of Klamath) ss.
November 11, 19 99
Personally appeared Steve A. DeGolyer and
Cheryl K. DeGolyer who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of

Personally appeared the above named
William K. Kalita
and acknowledged the foregoing instrument to be his voluntary act and deed.

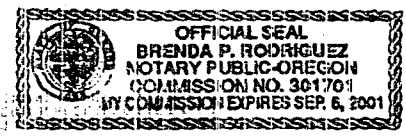
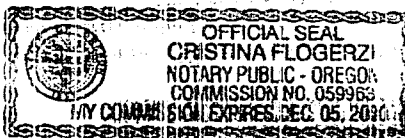
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Cristina Flogerzi
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 12-05-00

Before me: Brenda P. Rodriguez
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 9-6-01

Section 4 of Chapter 518, Oregon Laws 1975, provides:
“(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 owner of the title being 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.
“(2) Violation of subsection (1) of this section is a Class B misdemeanor.”

(DESCRIPTION CONTINUED)



State of Oregon, County of Klamath
Recorded 12/06/99, at 3:15 p.m.
In Vol. M99 Page 48024
Linda Smith,
County Clerk Fee \$ 35.00