

Vol M05 Page 57461**Land Contract Financing**

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Ads by C

Land Contract

State of Oregon, County of Klamath

Recorded 07/26/05 10:52 A mVol M05 Pg 57461-64

Linda Smith, County Clerk

Fee \$ 3600 # of Pgs 4

This Agreement is made and entered into by and between:

(seller) CAHILL, CON D. & MARGARET N.

whose address is:

14241 So. POE VALLEY RD. KLAMATH FALLS, OR.

hereinafter called the Vendor and

DEESE, JON L. & SUSAN L.

(buyer)

whose address is:

14905 So POE VALLEY RD. KLAMATH FALLS, OR.

hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

14241 So. POE VALLEY RD. KLAMATH FALLS, OR 97603

and further described; as:

PROPERTY ID. R890188 & R891556MAP TAX LOT: R-3910-01400-00904-000

TWP 39 RANGE 10, BLOCK SEC 14, TRACT PARCEL 2 LP 24-2

ACRES 27.50 LOCATED: (SITUS) 14241 SO POE VALLEY RDKLAMATH FALLS, OR 976031- 1991 16' GOOSE NECK STOCK TRAILER1- FORD 900 TRACTOR w/ ATTACHMENTS* SEE ATTACHED PROPERTY DESCRIPTION & MAP.

together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

1. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described property for the sum of

THIRTY TWO THOUSAND FIVE HUNDRED Dollars(\$ 32,500.00), payable as follows:The sum of \$ 5000.00 as initial consideration at the time of execution of the within Land Contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by Vendee of \$ 2500.00 together with interest on the unpaid balance payable in consecutive monthly installments of \$ PAID AT CLOSING beginning on the ____ day of

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_____20_____, and on the _____ day of each and every month thereafter until said balance and interest is paid in full, or until the _____ day of _____ 20_____
at which time the entire remaining balance plus accrued interest shall become due and payable. The interest on the unpaid balance due hereon shall be (_____) percent annum computed monthly, in accordance with a month amortization schedule during the life of this agreement.

Payments shall be credited first to the interest, and the remainder to the principal or other sums due Vendor. The total amount of this obligation, both principal and interest, unpaid after making any such application of payments as herein receipted shall be the interest bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within _____ (_____) days of payment date, there shall be a late charge of (_____) percent assessed. The Vendees may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable as directed by the Vendor herein.

2. ENCUMBRANCES:

Said real estate is presently subject to a mortgage with TAYLOR HIGH
and the Vendor shall not place any additional mortgage on the premises without the prior written permission of the Vendees. To protect Vendee's interests, Vendee may elect at any time to pay any sums due hereunder directly to the mortgagee, and any amounts remaining to the Vendor. Vendor understands that this transaction may permit the mortgagee to exercise their right to accelerate the loan and to call the remaining balance due. In any such event, the Vendor agrees to hold Vendee harmless and in no way liable for any damage to Vendor as a result of such action.
Vendor initials _____.

3. EVIDENCE OF TITLE:

The Vendor shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title to Vendee's satisfaction.

4. RECORDING OF CONTRACT:

The Vendor shall permit a copy of this contract to be recorded in the KLAMATH County Recorder's Office at Vendee's discretion at any time subsequent to the execution of this Contract by the parties hereto.

5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall remain in the Vendor's name throughout the term of this agreement. Payment of said taxes shall be the responsibility of the Vendee upon the execution of this agreement, and [] shall [] shall not be escrowed and added to the payment required by Vendee herein.

6. INSURANCE AND MAINTENANCE:

The Vendor shall insure the property with a non owner-occupant (landlord) policy against fire and extended coverage to the benefit of both parties as their interests may appear herein. Said policy shall be for an amount no less than N/A, payment of which shall be the responsibility of the Vendee, and which shall be escrowed and added to the payment due herein.

Vendees shall keep the building in a good state of repair at the Vendees expense. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within sixty (60) days at the Vendees expense. The Vendees have inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises: and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises. Vendor shall furnish a clear termite report at Vendor's expense prior to executing this contract. If the property has live infestation of wood destroying insects, Vendor will pay costs of treatment and repair damages caused by same. If Vendor elects not to do so, Vendee may elect to waive Vendors responsibility and proceed, or Vendee may elect not to proceed with this contract. Notice of each election shall be given in writing within five (5) days of, respectively, receipt of Vendor of the notice of infestation and receipt by Vendee of Vendors notice as to intention to remedy.

7. POSSESSION

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The Vendee shall be given possession of the above described premises at Contract execution and shall thereafter have and hold the same subject to default provisions hereinafter set forth.

8. Delivery of DEED:

Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees free of all encumbrances except as otherwise set forth. In addition, Vendees reserves the right to convert this contract into a note and mortgage which shall bear the same terms as the contract for the remaining balance, and receive a warranty Deed to Vendees or assigns from Vendor, anytime the following conditions have been met by then Vendees,

1. At least 20% of the purchase price has been paid to the Vendor.
2. Vendee is willing to pay all the costs of title transfer and document preparations.

9. DEFAULT BY VENDEES

If an installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within thirty (30) days thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or seek relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee, Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance premiums as required herein shall permit Vendor the option to pay any such premiums, taxes, interest, or penalty(ies), and to add the amount paid to the principal amount owing under this contract, or to exercise any remedies available to the Vendor as per the preceding paragraph.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any future default no matter how similar.

10. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in this Land Contract prior to closing date for the execution of the contract.

11. SPECIAL PROVISIONS:

25,000.00 TO BE PROVIDED TO TAYLOR HIGH AS FOLLOWS:

25,000.00 TO BE ADDED TO BALANCE OF JON L. & SUSAN L.

DEESE'S CURRENT BALANCE W/ TAYLOR HIGH. PAYMENT ADJUSTED AS NECESSARY FOR NEW BALANCE.

12. ENTIRE AGREEMENT:

It is agreed that this instrument and any addendum mutually entered into and, by reference to this agreement, made a part hereof constitutes the entire agreement of the parties, and which shall be binding upon each of the parties, their administrators, executors, heirs and assigns. It is further agreed that neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties have set their hands this 20th day of July, 2005

Signed in the presence of:

VENDOR: Cop Cabell

Margaret N. Cahill

57464

Signed in the presence of:

Sarah Wiseman

VENDEES

John & Susan DeeseSTATE OF OregonCOUNTY OF Klamath

On this 20th day of July, 2005, before me, a Notary Public in and for said county and state, personally came, Con Cahill - Margaret Cahill Vendor (s) and, John & Susan Deese Vendee(s) in the foregoing Land Contract, and acknowledged and signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

Sarah Wiseman

This instrument was prepared by:

NOTARY PUBLIC

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