

2011-002265

Klamath County, Oregon



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02/18/2011 10:26:57 AM

Fee: \$87.00

LESLIE A. FLICK

Returned to County

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 8 day of February, 2011

BETWEEN:

Lynn Carl Estenson of 2885 Wiard St, Klamath Falls, OR, 97603, USA, and
Jill Marie Estenson of 2875 Wiard St, Klamath Falls, OR, 97603, USA

(collectively the "Seller")

OF THE FIRST PART

- AND -

Reid Hunt Kennedy of 2869 Wiard St, Klamath Falls, OR, 97603, USA, and
Rhonda (Ronnie) Kay Kennedy of 2869 Wiard St, Klamath Falls, OR, 97603, USA

(collectively the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 16th day of March, 2011, the Seller, for and in consideration of the sum of \$50,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:

4535 Southside Expressway, Klamath Falls, OR, 97603

Initials: RH RKK

Real Property ID: R-3909-014CB-02200-000

Tax Acct: R573338

.62 acres, vacant, improved land

Electric, city water/sewer on property. Well for irrigation only. (the "Premises").

ELMWOOD PARK, LOT 2

Purchase Price

2. The purchase price (the "Purchase Price") of the Premises is \$50,000.00. The Purchaser agrees to pay \$5,000.00 upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$ 500.00, due on the 15th of each month, beginning on March 15, 2011 until the Purchase Price is paid in full.

Interest Charges

3. Interest of 11.5% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

Lump Sum Payments

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

Property Taxes and Assessments

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

Insurance

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.
8. The Purchaser is hereby advised and understands that the Premises is not

Initials: *DK - RKK*

insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.

9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.

Purchaser's Default

10. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
11. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
12. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
13. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

Initials: PK RKK

Seller's Right to Reinstate Agreement After Default

14. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:
- (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
 - (ii) cure any defaults that have occurred; and
 - (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
15. All payments made under the preceding provision must be made in a form acceptable to both parties.

Assignment or Sale of the Premises

16. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

Deed and Evidence of Title

17. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

Notices

18. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Reid Hunt Kennedy of 2869 Wiard St, Klamath Falls, OR, 97603, USA, and
Rhonda (Ronnie) Kay Kennedy of 2869 Wiard St, Klamath Falls, OR, 97603, USA.

If to the Seller:

Initials: HW RKK

Lynn Carl Estenson of 2885 Wiard St, Klamath Falls, OR, 97603, USA, and
Jill Marie Estenson of 2875 Wiard St, Klamath Falls, OR, 97603, USA.

Charges for Late Payment

19. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$50.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

Conveyance or Mortgage by Seller

20. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
21. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

Security

22. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

Time of the Essence

23. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

Attorney Fees

24. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

Entire Agreement

25. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party

Initials: LV JKK

except to the extent that it is incorporated into this Agreement.

Amendments

26. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

27. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Severability

28. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Oregon (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
29. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Interpretation

30. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Joint and Several Liability

31. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

Initials: PR RKK

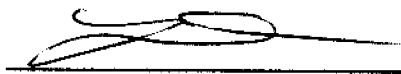
Heirs and Assigns

32. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

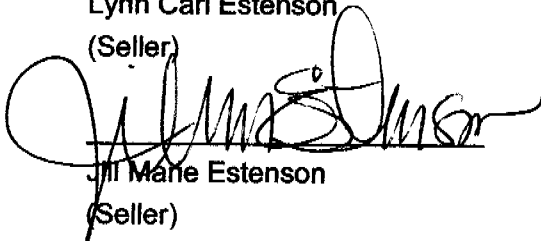
Additional Clauses

33. Purchaser shall pay \$5,000.00 down on March 15, 2011. Purchaser shall pay 60 monthly payments in the amount \$500.00 due the 15th of each month beginning April 15, 2011. Balloon payment of entire principal and interest balance due shall be paid in full on or before May 15, 2016 unless otherwise extended in writing by Sellers.
34. Payments, principal and interest will be calculated per the attached amortization schedule and will be adjusted to reflect interest accrued due to late payments, accelerated payments or other activities of payment or interest accrual.
35. Late payment penalty shall be assessed after 5 days past the due date, i.e. on the 21st of each month.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 12th day of February, 2011.

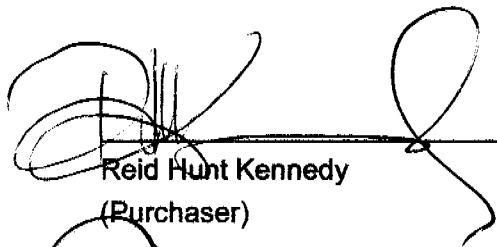


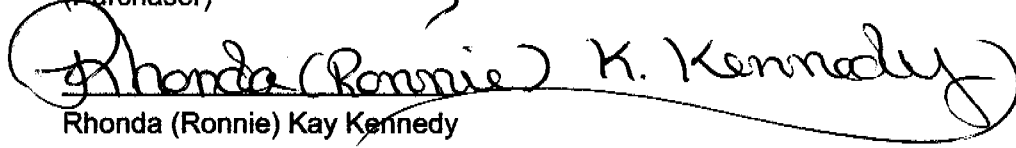
Lynn Carl Estenson
(Seller)



Jill Marie Estenson
(Seller)

Initials: 


Reid Hunt Kennedy
(Purchaser)


Rhonda (Ronnie) Kay Kennedy
(Purchaser)

Initials: 

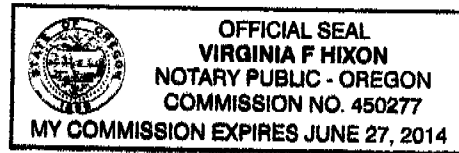
SELLER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

The instrument was acknowledged before me on the 12th day of February, 2011, by Lynn Carl Estenson, and Jill Marie Estenson.

Virginia F Hixon
Notary Public



My commission expires: 6-27-2014

Initials: _____

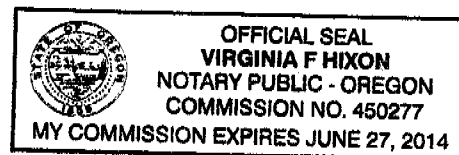
PURCHASER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

The instrument was acknowledged before me on the 15th day of February, 2011, by Reid Hunt Kennedy, and Rhonda (Ronnie) Kay Kennedy.

Virginia Hixon
Notary Public



My commission expires: 6-27-2014

DISCLOSURE REQUIREMENTS

We recommend that you provide the Purchaser with an Amortization Schedule detailing the payments to be made for the duration of this Agreement.

If the house you are selling was built prior to 1978, the Seller is required to deliver a lead paint disclosure to the Purchaser. If this applies to your sale, please visit <http://www.hud.gov/offices/lead/enforcement/disclosure.cfm> and print off the lead paint pamphlet and disclosure form.

If you have any questions or concerns regarding what needs to be disclosed, please contact a local attorney.

Drafted by: Leslie Flick of 2875 Wiard St, Klamath Falls, OR, 97603, USA	Return to: Jill M. Entenson of 2875 Wiard St, Klamath Falls, OR, 97603, USA
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Initials: _____

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