

NOT 93124-LW

AFTER RECORDING

RETURN TO: AMERITITLE

300 KLAMATH AVE.

KLAMATH FALLS, OR 97601

2012-002986

Klamath County, Oregon



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03/21/2012 03:16:05 PM

Fee: \$67.00

### CONTRACT FOR DEED

This agreement is made this 28 day of February 2012 by and between Charles L. Summers, and Judy L. Summers (sellers), husband and wife, hereinafter referred to as SELLER, whether one or more, and Beatriz Serrato (buyers) hereinafter referred to as BUYER whether one or more.

#### PROVISIONS:

1. **LEGAL DESCRIPTION:** The seller agrees to sell and the buyers agrees to purchase the following described real property located in the County of Klamath, state of Oregon, described as follows:

CITY OF MALIN, OREGON  
2529 Market Street  
Lots 19 and 20 block C  
Railroad addition  
code 13, map 4112-15CB taxlot 1500  
Malin, Oregon

*see Attached*

Subject to mineral reservations, easements and conveyances of record.

2. **PRICE AND MANNER OF PAYMENT:** The total purchase price for said

property is the sum of sixty two thousand ( \$62,000), and shall be paid as follows.

a. Earnest money in the amount of five hundred dollars ( \$500.00 ) a receipt of which is hereby acknowledged.

b. A down payment in the amount of eight thousand dollars (\$8,000 USD) at closing, includes earnest money of \$500.00.

c. An allowance of \$1000.00 is credited to Buyers.

d. The remaining balance due under the terms of this contract in the amount of

fifty four thousand ( \$54,000 ) shall be paid with interest at the rate of 6%

(six percent) per annum, said interest commencing on the 19th day of

*20th day of*

*March*

*W. J. H. S.*

March 2012, payments shall be based on a fifteen year (15) amortized schedule with equal monthly payments of principle and interest in the amount of four hundred fifty five dollars and sixty eight cents USD (\$455.68). The first full monthly installment shall be due and payable by Buyer to Seller on or before the 1st day <sup>May</sup>~~April~~ 2012. with subsequent monthly installments being due and payable on the <sup>1st day</sup>~~1st day~~ of each month thereafter during the 7 years this contract is in force, then a balloon payment of the remaining money owed to seller is due from the buyer(s). Escrow shall pro-rate any payments due the Seller if closing during the month.

e. This agreement shall terminate after seven (7) years. A balloon payment of thirty five thousand two hundred thirty five and ninty six cents (USD) \$35,235.96 shall be due upon that time.

f. A late payment fee of \$45.00 dollars USD will be charged each month on any late payments after 7 days from the due date of the regular payment. Any dishonored check shall be treated as unpaid and subject to the same late charge plus \$25.00 USD as a special handling fee. A non payment exceeding 30 days can cause foreclosing of property by Sellers and deemed as foreclosure.

3. DEPOSIT OF INSTRUMENTS IN ESCROW: Upon execution of this contract Seller shall deposit with AmeriTitle, Klamath Falls, Oregon hereby designated as Escrow Agent to handle this transaction, Warranty Deed and as herein provided with instructions to hold the same and make delivery thereof when all terms and conditions of this contract have been complied with by both parties. Buyer to pay for setting up and maintaining monthly payments to the Escrow Agent for this contract.

4. PREPAYMENT OF PURCHASE PRICE: The Buyer shall have the right to prepay the purchase price or any amount thereof without the written approval of the Seller without penalty.

5. POSSESSION OF THE PREMISES: The buyer shall obtain possession of the premises at closing. The Seller or their designated agent shall have the right to enter and inspect the property at reasonable times.

6. ZONING RESTRICTIONS: This conveyance is made subject to all zoning restrictions on the premises described above. Said premises shall be kept in a neat and attractive condition, free of weeds, debris and other materials that would detract and tend to lower the value of this premise and surrounding area properties.

7. ALLOCATION OF PURCHASE PRICE: Seller and buyer agree that the purchase price of said property shall be allocated pursuant to the Internal Revenue Code Provisions.

8. TAXES AND ASSESSMENTS: The buyer shall pay all present and future real

closing date. Should Buyer fail to make payments of the taxes they may be paid by the Seller and added to amount of the unpaid principal and interest accrued at the specified rate of 12 percent per annum.

9. COMPENSATION FOR PERMANENT IMPROVEMENTS: The Buyer must obtain written consent from the Seller before making major improvements on the purchased property during the term of this contract. The Buyer, in case of default or subsequent forfeiture, will not be compensated for permanent improvements made. Improvements made become a part of the property and shall revert to the ownership of the seller in case of forfeiture of the contract.

10. CONDEMNATION PROCEEDS: Buyer assumes all risk of the taking of the property for public use., Any such taking shall not constitute a failure of consideration, but all sums received by the seller by reason of the taking, less any sum which seller may be required to expend in procuring such sums, shall be a part of the payment on account of the purchase price.

11. CANCELLATION AND ACCELERATION OF PAYMENTS: In the event of the failure of Buyer to pay any said installments or amounts when due, or interest thereon when due, or any taxes or assessments lawfully levied on said premises, before the same become delinquent, or fail to perform any and all of the conditions or covenants as herein set forth, then and in that event, this contract shall be, at the option of the Seller, forfeited and canceled and Buyer shall forfeit all payments therefore paid under this contract as and for liquidated damages and as compensation for the use and occupation of the premises, or at their option, Seller may declare the entire amount of principle and interest then remaining unpaid to be immediately due and payable. The parties to this agreement shall have in addition to the above remedies all remedies available to them at law or equity including the right to specifically enforce this contract.

12. RE-ENTRY ON DEFAULT: In the event of the cancellation, foreclosure or termination of this contract, Buyer agrees that Seller has the right to re-enter and take possession of said premises.

13. ASSIGNMENT OF CONTRACT AND ENCUMBRANCE OF PROPERTY: Buyer shall not assign this contract or rights or interests they may have in the above described property, nor may Buyer transfer said property in any manner nor encumber the property by mortgage, pledge property in any manner nor encumber the property by mortgage, pledge of assets or any other type of encumbrance without the express written consent of the Seller, such consent shall not be withheld for improvements, leases, or other requests benefiting ownership interests.

14. DUE ON SALE CLAUSE: If all or any part of the property, or any interest therein is sold or transferred outside the ordinary course of business by Buyer without Seller's prior written consent, including but not limited to the creation of a lien or encumbrance subordinate to this agreement, Seller may at Seller's option declare all the unpaid principal balance and interest to be immediately due and payable, excepting herefrom equity liens for improvements to the property.

15. PROPERTY PURCHASED IN PRESENT "AS IS" CONDITION: The Buyer understands and agrees that they have personally inspected the property and purchases the same in the present "As Is: physical condition and that the Seller has made no other warranties to them and there are no other warranties made by the Seller as to the condition of the premises, either express or implied, pertaining to the condition of the property sold, except as herein specifically stated.

16. WASTE PROVISIONS: Buyer may occupy the premises and use the premises as long as this contract remains in good standing. Buyer shall not commit waste or allow any waste to be committed upon the premises. Buyer also agrees to maintain the buildings in as good a condition as when they purchased them, reasonable wear and tear excepted.

17. STATUS OF LIEN: It is understood and agreed by and between the parties hereto that this Contract for Deed shall constitute a first lien on the premises and that all parties will take whatever action is necessary to obtain and maintain that lien status on said property, unless otherwise agreed to in writing by the parties.

18. INSURANCE: Buyer shall at all times herein and at there own expense keep the buildings and improvements on premises insured against loss by fire, windstorm, hail and extended coverage in an amount at least equal to the outstanding balance of the contract with a loss payable clause to the Seller as its interest may appear. Buyer shall upon request by Seller, submit to Seller proof of insurance upon said premises and payments of premiums on said insurance policy. Buyer agrees to hold Seller harmless and keep Seller free during the term of the Contract for Deed and all extensions thereof, from any and all liability and claim from damages arising out of injury to persons and property while in or upon the leased premises, or the approaches thereto. Buyer agrees to carry liability insurance on said premises in an amount appropriate to protect him from such liabilities. Seller agrees to maintain present insurance until Buyer is able to obtain coverage with costs assessed to buyer until then.

19. ADDITIONAL PREOVISIONS: The seller and buyer agree to the following.

- a. The Seller shall provide the Buyer with Title Insurance, and a copy of title search/abstract of title.
- b. When the contract is completed and all contract provisions are fulfilled, title shall be conveyed by Warranty Deed, subject to mineral reservations, easements and conveyances of record.

20. WAIVER: The provisions of this contract are deemed to be continuing provisions so that waiver by Seller of their rights to invoke any of the remedies herein set forth on the occasion of one or more breaches hereof by Buyer, shall not be deemed a waiver of their right to invoke any such remedy or remedies for any subsequent breach.

21. BINDING EFFECT. It is mutually agreed by and between the parties to this contract with respect to the execution of the agreements herein contained that time shall be of the essence and that the provisions and agreements of this contract shall remain with the land and bind the heirs, legal representatives, successors and assigns of the respective parties to this contract.

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22. ENTIRE CONTRACT: This agreement constitutes the entire contract between the parties hereto, there are no undertakings, representations or warranties, oral or written, relating to the subject matter hereof, and neither party has relied upon any verbal representation, agreement or undertaking not set forth herein, whether made by an agent or party hereto. This agreement may not be changed, modified or amended in whole or in part, excepting in writing signed by all of the parties hereto.

23. LEGAL FEES: If any legal issues arises out of default, or any other reasons, the costs of such shall be borne by the Buyers to pay.

IN WITNESS WHEREOF, the parties to this contract have placed their signatures this

us 13 <sup>us 13</sup> ~~28th~~ day of ~~February~~ <sup>March</sup> 2012.

SELLERS:

Charles L. Summers  
Judy L. Summers

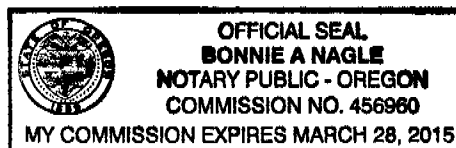
BUYERS:

Beatriz Serrato ✓  
Beatriz Serrato

STATE OF OREGON  
COUNTY OF LANE

SIGNED OR ATTESTED BEFORE ME ON MARCH 13, 2012 BY CHARLES L SUMMERS AND JUDY LARAE SUMMERS.


Bonnie A Nagle  
NOTARY PUBLIC - STATE OF OREGON



State of Oregon  
County of KLAMATH\_\_

On this 20TH\_ day of MARCH, 2012\_, personally appeared before me the above named BEATRIZ SERRATO, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

  
Notary Public for Oregon  
My Commission expires: 11/20/2015



## LEGAL DESCRIPTION

### "EXHIBIT A"

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Lots 19 and 20, Block C, RAILROAD ADDITION to the City of MALIN, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.  
EXCEPTING THEREFROM the Southerly 30 feet.