

2016-010102

Klamath County, Oregon

Send future tax statements to:  
 Michael D. Baker  
 18295 Wallace Road SE  
 Dayton, Oregon 97114



00192707201600101020080083

09/23/2016 10:15:51 AM

Fee: \$77.00

After recording return to:  
 Jossi Davidson  
 PO Box 565  
 Silverton, Oregon 97381

# MEMORANDUM OF LAND SALE CONTRACT

DATED: September 11, 2016

BETWEEN: James Shaun Baker ("Seller")  
 PO Box 497  
 Fort Klamath, Oregon 97626

AND: Michael D. Baker ("Purchaser")  
 18295 Wallace Road SE  
 Dayton, Oregon 97114

Pursuant to a Land Sale Contract dated this same date, Seller sold to Purchaser Seller's interest in that certain property in Klamath County, Oregon, more particularly described as:

*Lot 7 and 8 of KIWANIS BEACH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,  
 TOGETHER WITH an undivided 2/12 interest in Lot 15, KIWANIS BEACH.*

If not earlier paid, all amounts owed under the Land Sale Contract will be due and payable on January 1, 2019. The true and actual consideration for this conveyance is \$80,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE

## LAND SALE CONTRACT

DATED: September 11, 2016

BETWEEN: James Shaun Baker ("Seller")  
P. O. Box 497  
Fort Klamath, Oregon 97626

AND: Michael D. Baker ("Purchaser")  
18295 Wallace Road SE  
Dayton, Oregon 97114

### Recitals

1. Seller and Purchaser each own an undivided one-half interest in the real property described as follows:

*Lot 7 and 8 of KIWANIS BEACH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,  
TOGETHER WITH an undivided 2/12 interest in Lot 15, KIWANIS BEACH.*

Purchaser is desirous of purchasing Seller's one-half interest, and Seller is desirous of selling his one-half interest, on the terms described in this agreement. Seller's undivided one-half interest is referred to in this agreement as "the Property."

### Agreement

Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below.

#### Section 1. Purchase Price and Payment

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid in four annual installments of \$20,000 each. Those payments shall be due on the following dates:

1. \$20,000 due September 5, 2016
2. \$20,000 due January 1, 2017
3. \$20,000 due January 1, 2018
4. \$20,000 due January 1, 2019

**1.3 Prepayments.** Purchaser may prepay all or any portion of the unpaid purchase price without penalty.

**1.4 Place of Payments.** All payments to Seller of principal and interest on the unpaid balance of the purchase price shall be made to Seller at the address stated in this agreement, or at such other place as Seller may notify Purchaser.

## **Section 2. Taxes and Liens**

### **2.1 Obligation to Pay.**

(1) Seller shall pay when due all ad valorem personal property taxes owing or to be assessed on account of the mobile home presently located on the Property.

(2) Purchaser shall pay when due all valorem real property taxes and all governmental or other assessments levied against the Property that come due after September 5, 2016.

**2.2 Liens and Encumbrances.** Purchaser will keep the Property free from all liens and encumbrances that may be lawfully imposed on the Property after September 5, 2016.

## **Section 3. Possession.**

(1) Purchaser will be entitled to possession of the Property from and after September 5, 2016.

(2) Seller will remove the mobile home presently located on the Property by June 1, 2017.

## **Section 4. Maintenance and Alterations.**

Purchaser will keep the improvements now existing or that will be placed on the Property, in good condition and repair, and will not permit any waste or removal of the improvements.

## **Section 5. Covenants of Title.**

Seller warrants that Seller is the owner of good and marketable title to the Property free of all liens and encumbrances except those referred to in this Contract, and will defend such title from the lawful claims of persons claiming superior title.

## **Section 6. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other provisions of this Contract, Seller will forthwith deliver to Purchaser a good and sufficient special warranty deed, conveying the Property free and clear of all liens and encumbrances, in the form attached as Exhibit A.

## **Section 7. Default**

**7.1 Events of Default.** Time is of the essence of this Contract. A default will occur under either of the following circumstances:

- (1) Purchaser's failure to make any payment within ten (10) days of its due date.
- (2) Purchaser's failure to perform any other obligations contained in this Contract within 30 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence.

**7.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following actions:

- (1) Seller may declare the entire balance of the purchase price immediately due and payable.
- (2) Seller may foreclose this Contract by suit in equity.
- (3) Seller may specifically enforce the terms of this Contract by suit in equity.
- (4) After complying with the notice requirements and affording Purchaser the right to cure the default contained in ORS 93.905-93.945, as the same may be amended or superseded from time to time, as long as the same is applicable, Seller may declare this Contract forfeited and retain the amount of the payments previously made under this Contract. On recordation of the affidavit required by Oregon law, this Contract will be extinguished and canceled, and Purchaser will have no further right, title, or interest in and to the real property or to any return or compensation for payments previously made under this Contract, as though this Contract and such payments had never been made. In that event, Purchaser agrees to surrender the Property to Seller. If Purchaser fails to do so, Seller may elect to treat Purchaser as a tenant holding over unlawfully after the

expiration of a lease, and Purchaser may be ousted and removed as such, without affecting Seller's right to pursue other rights and remedies contained in this Contract or permitted by law.

#### **Section 8. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party, nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

#### **Section 9. Successor Interests**

This Contract is binding on and inures to the benefit of the parties, their successors, and assigns

#### **Section 10. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the Property.

#### **Section 11. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

#### **Section 12. Applicable Law**

This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon.

#### **Section 13. Costs and Attorney Fees**

**13.1 No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**13.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing shall pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses, the cost of a litigation or foreclosure report, and the prevailing party's attorney fees connected with the trial and any appeal or review thereof.

#### **Section 14. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

#### **Section 15. Survival of Covenants**

Any covenants the full performance of which are not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

#### **Section 16. Condition of Property**

Purchaser accepts the land and improvements and all other aspects of the Property, in their present condition, AS IS.

#### **Section 17. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the real property records of Klamath County, Oregon, in form and content reasonably acceptable to both parties.

#### **Section 18. Attorney Representation**

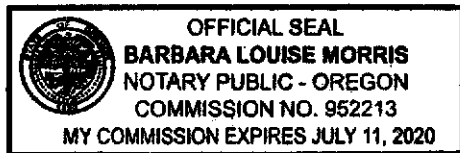
This agreement was prepared by Jossi Davidson, attorney for Purchaser only. Seller has obtained independent legal advice to purchaser's satisfaction before entering this agreement.

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Page 6 - LAND SALE CONTRACT

STATE OF OREGON                     )  
County of Multnomah             ): ss.

This Land Sale Contract was acknowledged before me on this 11 day of  
September, 2016, by Michael D. Baker.



*Barbara Louise Morris*  
*Barbara Morris*  
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Notary Public for Oregon