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MTO 223891 AM

2018-004529

Klamath County, Oregon

04/13/2018 03:42:01 PM

Fee: \$47.00

Philip Schaaphok and Susan Carroll-  
Schaaphok, as Trustees of the  
Schaaphok Family Trust

Seller's Name and Address

James A. Wilkinson and Cynthia  
S. Wilkinson

PO Box 674, Keno Or. 97627

Buyer's Name and Address

After recording, return to (Name and Address):  
Phil & Susan Schaaphok

PO Box 882

Keno, Or 97627

Until requested otherwise, send all tax statements to (Name and Address):  
Schaaphok

PO Box 882

Keno, Or 97627

SPACE RESERVED  
FOR  
RECORDER'S USE

## REAL ESTATE CONTRACT

THIS CONTRACT, Dated May 20 2015, between  
Philip Schaaphok and Susan Carroll-Schaaphok, as Trustees of the Philip Schaaphok and  
Susan Carroll-Schaaphok Family Trust restated 12/2015, hereinafter called the seller,  
and James A. Wilkinson and Cynthia S. Wilkinson

hereinafter called the buyer,  
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 Falls County, State of Oregon (legal description of property):

Parcel 3 of Land Partition 54-91, Situated in the N1/2 of the NW1/4 of Section 22,  
Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath  
Falls, State of Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

for the sum of Two Hundred Twenty thousand dollars Dollars (\$220,000),  
hereinafter called the purchase price, on account of which \$25,000 cash and \$35,000 buyer cash paid for  
Property Improvements Dollars (\$60,000) 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:  
Monthly installments of principle and interest, amortized over 30 years at the rate of  
5 percent per annum. Monthly payments include principle and interest \$859.00.  
Any unpaid principle and interest is to be paid in full within 10 years or 120 months  
(balloon payment) from the effective date of this note, or sooner.

The true and actual consideration for this conveyance is \$160,000 (Here comply with ORS 93.030.)

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 5  
percent per annum from May 20 2015 until paid; interest to be paid monthly and ☐ in addi-  
tion to ☒ to be included in (indicate which) the minimum regular payments above required. Taxes on the premises for the current  
tax year shall be prorated between the parties hereto as of N/A Buyer has already paid tax.

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 or household purposes,  
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.

The buyer shall be entitled to possession of the lands on May 1, 2015, and may retain such possession so long as buyer  
is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon,  
in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep the premises free from construction and all other liens and  
save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all  
taxes hereafter levied against the property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the premises,  
all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected  
on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$1,000 in a company or companies satisfactory  
to the seller, specifically naming the seller as an additional insured, 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. If the buyer shall fail to pay any such liens, costs, water rents, taxes or charges, the sell-  
er 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.

**WARNING:** Unless buyer provides seller with evidence of insurance coverage as required by the contract or loan agreement  
between them, seller may purchase insurance at buyer's expense to protect seller's interest. This insurance may, but need not, also  
protect buyer's interest. If the collateral becomes damaged, the coverage purchased by seller may not pay any claim made by or  
against buyer. Buyer may later cancel the coverage by providing evidence that buyer has obtained property coverage elsewhere.  
Buyer is responsible for the cost of any insurance coverage purchased by seller, which cost may be added to buyer's contract or loan  
balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be  
the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage. The coverage seller purchases may be  
considerably more expensive than insurance buyer might otherwise obtain alone and may not satisfy any need for property damage  
coverage or any mandatory liability insurance requirements imposed by applicable law.

(CONTINUED)

\* IMPORTANT NOTICE: Delete, by lining out, 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.

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The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to the premises in the seller; seller's title has been examined by the buyer and is accepted and approved by buyer.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and N/A

and has placed the deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Amerititle

escrow agent, with instructions to deliver the deed, together with the fire and title insurance policies, to the order of the buyer, buyer's heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of the purchase price and the respective installments thereof, promptly at the times provided therefor, to the escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of the agent shall be paid by the Buyer

The seller agrees that at seller's expense and within N/A days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the 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 the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements, 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 buyer's assigns.

And it is understood and agreed between the 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 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;\*
- (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in the seller without any act of re-entry, or any other act of the 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 the 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 the seller as the agreed and reasonable rent of the premises up to the time of such default. And the 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 seller's right hereunder to enforce the same, nor shall any waiver by the 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.

Seller, seller's agents, and the holder of any existing encumbrance to which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate; any signature on behalf of a business or other entity is made with the authority of that entity.

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 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.

\* SELLER: Comply with ORS 93.905 et seq. prior to exercising this remedy.

STATE OF Arizona, County of Cochise )ss.

This instrument was acknowledged before me on 4-10-18

by Phillip Schaaphok

This instrument was acknowledged before me on

by Susan Carroll - Schaaphok

as Sellers of

of 9165 Pat Drive Klamath Falls, Oregon 97601



**MELISSA QUIROZ**  
Notary Public - State of Arizona  
**COCHISE COUNTY**  
My Commission Expires  
**April 22, 2021**

Melissa Quiroz  
Notary Public for Arizona

My commission expires 4-22-2021

PUBLISHER'S NOTES: If this contract provides for delivery of a deed more than 12 months after the date of this contract, ORS 93.635 requires that this contract or a memorandum thereof be recorded by the seller within 15 days.

If using this form to convey real property subject to ORS 92.027, include the required reference.

(DESCRIPTION CONTINUED)