

2023-009393

Klamath County, Oregon



00321553202300093930080082

**CONTRACT FOR DEED**

10/31/2023 02:30:09 PM

Fee: \$117.00

THIS CONTRACT FOR DEED (this "Agreement") dated this 31st day of March, 2021

BETWEEN:

Samuel James Remstedt of 21533 Pinecrest Way, Bly, OR 97622

(the "Seller")

OF THE FIRST PART

AND

Sandra J. Maglione Grave of 29705 Godowa Springs Road, Beatty, OR 97621

(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:

**1. SALE OF PROPERTY**

1. On the 31st day of March, 2021, the Seller, for and in consideration of the sum of \$60,000.00, 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: Lot 1, Block 1, Sprague River Valley Acres, according to the official plot map thereof on file in the office of the County Clerk of Klamath County, Oregon. (the "Premises").

**2. PURCHASE PRICE**

2. The purchase price (the "Purchase Price") of the Premises is \$60,000.00. The Purchaser agrees to pay \$20,000.00 upon execution of this Agreement and the balance of the Purchase

Returned at Counter

Price being payable in monthly installments of \$300.00, due on the 1st of each month, beginning on March 31, 2021, until the Purchase Price is paid in full. Paid to date \$9,900.00 in payments.

#### **4. PROPERTY TAXES AND ASSESSMENTS**

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

#### **5. 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 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.
10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon the request of the Seller.

## **11. PURCHASER'S DEFAULT**

11. 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 90 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.
12. 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 90 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.
13. 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.
14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

## **15. SELLER'S RIGHT TO REINSTATE AGREEMENT AFTER DEFAULT**

15. 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.

16. All payments made under the preceding provision must be made in a form acceptable to both parties.

#### **17. ASSIGNMENT OR SALE OF THE PREMISES**

17. 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.

#### **18. DEED AND EVIDENCE OF TITLE**

18. 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.

#### **19. DISCLOSURE REQUIREMENTS**

19. The Purchaser and the Seller shall make all disclosures required by law.

#### **20. NOTICES**

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

If to the Purchaser:

Sandra J. Maglione Grave of 29705 Godowa Springs Road, Beatty, OR 97621.

If to the Seller:

Samuel James Remstedt of 21533 Pinecrest Way, Bly, OR 97622.

#### **21. CHARGES FOR LATE PAYMENT**

21. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$17.50 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.

## **22. CONVEYANCE OR MORTGAGE BY SELLER**

22. 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.

23. 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.

## **24. SECURITY**

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

## **25. TIME OF THE ESSENCE**

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

## **26. ATTORNEY FEES**

26. 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.

## **27. ENTIRE AGREEMENT**

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

## **28. AMENDMENTS**

28. 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.

## **29. WAIVERS**

29. 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.

## **30. SEVERABILITY**

30. 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.
31. 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.

## **32. INTERPRETATION**

32. 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.

## **33. JOINT AND SEVERAL LIABILITY**

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

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

**35. HEIRS AND ASSIGNS**

35. 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.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 31st day of March, 2021.

Witness: [Signature] (Sign)  
LUTHER R. COLE JR. (Print)

[Signature]  
Samuel James Remstedt (Seller)

Witness: [Signature] (Sign)  
KATHLEEN A. MAYNARD (Print)  
Notary Public

[Signature]  
Sandra J. Maglione Grave (Purchaser)

**SELLER ACKNOWLEDGMENT**

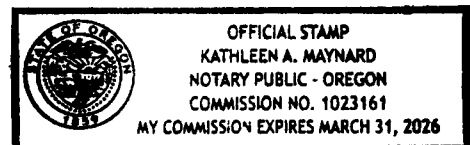
STATE OF OREGON  
COUNTY OF Klamath

[Signature]  
October 2023

The instrument was acknowledged before me on the 31st day of ~~March~~, 2021, by Samuel James Remstedt.

[Signature]  
Notary Public

My commission expires: March 31, 2026



**PURCHASER ACKNOWLEDGMENT**

Witness: \_\_\_\_\_ (Sign) \_\_\_\_\_  
\_\_\_\_\_ (Print) Samuel James Remstedt (Seller)

Witness: \_\_\_\_\_ (Sign) \_\_\_\_\_  
\_\_\_\_\_ (Print) Sandra J. Maglione Grave (Purchaser)

**SELLER ACKNOWLEDGMENT**

STATE OF OREGON  
COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me on the 31st day of March, 2021, by Samuel James Remstedt.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**PURCHASER ACKNOWLEDGMENT**

STATE OF OREGON  
COUNTY OF Klamath

The instrument was acknowledged before me on the 31st day of October 31, 2023, by Sandra J. Maglione Grave.

  
Notary Public

My commission expires: March 31, 2026



Drafted by:  
Sandra J. Maglione Grave of 29705 Godowa Springs Road,  
Beatty, OR 97621

Return to: Sandra J. Maglione Grave  
29705 Godowa Springs Rd  
Beatty, OR 97621