FORM No. 633—WARRANTY DEED. (Revised 1955) 26192 Vol. 297 Page 417 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

KNOW ALL MEN BY THESE PRESENTS, That ROBERT E. MILLIGAN and ESTHER L. MILLIGAN, husband and wife, *grantor* S

in consideration of Ten and no/100ths - - - - - - - - - - - - - - - - *Dollars,* and other good and valuable considerations, *to* them *paid by* JOHN J. DETTO and LUCY DETTO, husband and wife, *grantee* S, *do hereby grant, bargain, sell and convey unto the said grantee* S, their *heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of* Klamath *and State of Oregon, bounded and described as follows, to-wit:*

R. E. M.
E. L. M.

Lot 1 and
Lot 2 in Block 7, BLY, Klamath County, Oregon, according to the duly recorded plat thereof of record in Klamath County, Oregon.

To Have and to Hold the above described and granted premises unto the said grantee S, their *heirs and assigns forever.*

And the grantor S *do covenant that* they are *lawfully seized in fee simple of the above granted premises free from all encumbrances,*

and that they *will and* their *heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.*

Witness our *hand* S *and seal* S *this* 19th *day of* October, *19* 55.

Robert E. Milligan (SEAL)
Esther L. Milligan (SEAL)

STATE OF OREGON,
County of Klamath } ss. *On this* 19th *day of* October, *19* 55 *before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named* Robert E. Milligan and Esther L. Milligan, husband and wife, *who are known to me to be the identical individual* S *described in and who executed the within instrument, and acknowledged to me that* they *executed the same freely and voluntarily.*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Donald A. Pepin
Notary Public for Oregon.
My Commission expires 4-6-56

WARRANTY DEED

Robert E. Milligan and
Esther L. Milligan
TO
John J. Detto and Lucy
Detto

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

AFTER RECORDING RETURN TO
John J. Detto
Box 258
Bly, Oregon

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 17 *day of* February, *19* 58, *at* 10 *o'clock* A.M., *and recorded in book* 297 *on page* 417 *Record of Deeds of said County.*

Witness my hand and seal of County affixed.

Chas. F. DeLap
County Clerk—Recorder.
By Ida Stewart *Deputy.*
Fee $1.50

633

FORM No. 706—CONTRACT—REAL ESTATE—Monthly Payments.
Revision of Form No. 321.H

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THIS CONTRACT, Made this 20th *day* December *19* 56, *between* Edward D. Jolly and Margaret I. Jolly, husband and wife, *hereinafter called the seller, and* Harry A. Anderson and Millie D. Anderson, husband and wife, *hereinafter called the buyer,*

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Klamath *State of* Oregon, *to-wit:*

All of Lot 5 in Block 19 of Hot Springs Addition to the City of Klamath Falls, Oregon, except the westerly 40 feet as is described in that certain deed from William C. Lesner to Charles D. Withro, and recorded in Deed Record Volume 71, at page 146, in the record of deeds in the office of the County Clerk in Klamath County, Oregon.

It is understood and agreed that the above described real property is subject to a mortgage dated December 19, 1956, executed by Sellers to Harry Lemler and Nolia Lemler, or the survivor thereof, the balance of which is $3,250.00 as of this date, payable in monthly instalments of not less than $40.00, these payments inclusive of interest at the rate of 6% per annum; that said mortgage remains the Sellers' obligation, and Sellers warrant that they will pay said mortgage in accordance with its terms and will save Buyers harmless from any default thereunder. In the event of a default by Sellers in any payment on said mortgage, Buyers may, at their option, pay such amount as is necessary to correct such default, directly to the mortgagees or their assigns, and receive credit therefor on the installments due under this contract.

for the sum of Six Thousand Five Hundred and no/100 *Dollars* ($ 6,500.00) *(hereinafter called the purchase price), on account of which* One Thousand Two Hundred Fifty and no/100 *Dollars* ($ 1,250.00) *is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: $* 5,250.00 *) to the order of the seller in monthly payments of not less than* Sixty and no/100 *Dollars* ($ 60.00) *each, payable on the* 1st *day of each month hereafter beginning with the month of* February, *19* 57, *and continuing until said purchase price is fully paid. All or any part of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of* six *per cent per annum from* December 20, 1956, *until paid, interest to be paid* monthly *and* ~~[illegible]~~ *being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.*

The buyer shall be entitled to possession of said lands on December 20 *19* 56, *and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens, which have become and are unpaid upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than $* 5,500.00 *in a company or companies satisfactory to the seller, 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. Now if the buyer shall fail to pay any such lien, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller 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.*

The seller agrees that at his expense and within 30 *days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said 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 said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and 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 his assigns.*

And it is understood and agreed between said 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 ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and 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 determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said 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 said 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 said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said 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 his right hereunder to enforce the same, nor shall any waiver by said 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.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

Edward D. Jolly (SEAL)
Margaret I. Jolly (SEAL)
Harry A. Anderson (SEAL)
Millie D. Anderson (SEAL)

*Strike whichever phrase not applicable.

[For notarial acknowledgment, see reverse]