

THIS CONTRACT, Made this 20th day of October, 19 69, between  
Julia A. MacArthur, unmarried,  
and Riley O. and Lela M. Montgomery, husband and wife, together,  
hereinafter called the seller,  
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 County, State of Oregon, to-wit: A piece of real property situated in Section 31, Township 24 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at a point 944.08 feet East of the Northwest corner of Section 31, Township 24 South, Range 9 East of the Willamette Meridian, said point designated by an iron pipe driven 4 feet in the ground; thence Southwesterly along the East boundary of the Dalles-California Highway #97 and parallel to same 448 feet 7 inches to the place of beginning of the description of this tract; thence in an Easterly direction, at right angles to Dalles-California Highway #97, 300 feet; thence Southerly and parallel with said highway 245 feet; thence Westerly at right angles to said highway, 300 feet to highway line; thence Northerly along the East boundary of said highway 245 feet to the place of beginning. EXCEPTING a strip 20 feet wide along the entire front next to Highway #97, conveyed to State of Oregon, by and through its State Highway Commission. ALSO EXCEPTING the Northerly 65 feet thereof as described in deed recorded in M-69, page 8620.

for the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars (\$7,500.00)  
(hereinafter called the purchase price), on account of which One Thousand Dollars  
Dollars (\$1,000.00) 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: \$ 7,500.00 ) to the order  
of the seller in monthly payments of not less than One Hundred  
Dollars (\$100.00) each,

payable on the first day of each month hereafter beginning with the month of November, 19 69, and continuing until said purchase price is fully paid. All 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 date until paid, interest to be paid monthly and \* not included (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, August 26, 1969.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The Buyer shall be entitled to possession of said lands on September 20, 1969, and may retain such possession so long as he is not in default of any of 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 any liens, except 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 and sewage rates; that all municipal liens which here-  
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; ~~that he will keep the same free from any and all~~  
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 \$ \_\_\_\_\_ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer.~~  
~~their respective interests may appear and all policies of insurance to be delivered to the seller.~~ Now if the buyer shall fail to pay any  
such liens, costs, water rents, fares, or charges ~~as to prevent 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.

[illegible]

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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 7,500.00 ~~Other than the actual cash~~  
~~consideration paid for this transfer, stated in terms of dollars, is \$~~ ~~part of the~~ ~~consideration paid for this transfer, stated in terms of dollars, is \$~~ ~~prevaling part~~

be paid in full by the prevailing party shall be more than one person; that if the context so requires, the singular shall be construed to include the plural.

In construing this contract, it is understood that the seller 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 executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

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*Julia A. MacArthur* *Lila B. Patterson*  
*Lila B. Patterson*

\*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Neal Form No. 1308 or similar MUST be used for disclosure under the Truth-in-Lending Act and Regulation Z, unless the contract will become a first lien to finance the purchase of real estate in which event use Stevens-Neal Form No. 1307 or similar.

NOTE: The sentence between the symbols  is not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).



