1967

40283 APR 20 10 35 AM 1970

THIS CONTRACT, Made the 18th *day of* April, *19*70, *between* Lawrence E. Mitchell and Mrs. P.W.Mitchell (first party) and ~~Mrs. Edith Irene Moody (name of grantee)~~, *of the County of* Klamath *and State of* Oregon, *hereinafter called the first party, and* Mrs. Edith Irene Moody *of the County of* Klamath *and State of* Oregon *hereinafter called the second party,*

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

Real property in the City of Klamath Falls, Oregon, known as No. 1930 and 1930-½/2 Orchard Ave., (corner of Richmond) Consisting of S.W.corner lot No. 27 and west half of Lot No. 26, with frontage on Orchard Ave., totalling 37'6" and 140' fronting on Richmond., city block No.7, Industrial addition, covered by Klamath County tax assessment bill No.24, Code 1, #3821. City section R-5 permitting single or double family residences (or duplexes). Sales agreement includes two (2) frame dewllings (1930 and 1930-1/2) togerhter with all appurtenances, fixtures or other property on the lots described.

for the sum of Five thousand seven hundred and twenty.... *Dollars* ($5,720.00) *on account of which* Four thousand seven hundred and twenty.... *Dollars* ($4,720.00) *is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of* Eight *per cent per annum from* May ~~1st~~ 5th, *19*70, *on the dates and in amounts as follows:*

$200.00 May 5, 1970
$200.00 June 5, 1970
$200.00 July 5, 1970
$200.00 Aug. 5, 1970
x- *$240.00 Sep. 5, 1970--(*a 10% discount of $100.00 will apply to this final payment, making total final payment Sept.5,1970 $140.00)
x- final payment includes total ~~xxxxxxxx~~ interest of $40.00.

Party of first part certifies that his title to above property is free and clear by his having payed all and final payments due on his original contract in purchasing ~~xx~~ property on contract from J.D. & Clarice Gray.

Titla Insurance policy to be issued by Klamath County Title Co., ($50.00).

Part of the second part certifies they have paid county tax es of 1968-69, in amount of $145.58; have also paid insurance covering the years 1969 thru Nov.13,1972, amount $195.00 (Glen Falls Insurance Co.,policy No.F-02-20-34; also have remodelled and refurnished bath room and plumbing ($350.00 plus), and made other minor improvements; and also will, within the remainingperiod of this contract, pay County tax assessment for the year 1969-1970; these considerations being a part of this contract.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than $ in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that at his expense and within 15 days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party 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. First party 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 second party, 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 first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party 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 the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transaction, stated in terms of dollars, is $ ~~xxxxxxx

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE

CONTRACT

(FORM No. 141)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Lawrence E. and P. K. MITCHELL

Address 1105 Worden, Klam. Falls

AND

Mrs. Edith Irene Moody

Address 1930 Orchard Ave.; Klamath Falls, Oregon

Dated April 18, 1970

Lot 2 & W2-26 Block 7

Addition INDUSTRIAL

STATE OF OREGON, } ss.

County of KLAMATH

I certify that the within instrument was received for record on the 20th day of APRIL, 19 70, at 10:35 o'clock A.M., and recorded in book M 70 on page 3007 ~~RECORD OF DEEDS~~ MISCELLANEOUS of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title.

By Gladys Bond Deputy.

RECORDER'S NOTES

FEE $3.00

RECORDING RETURN TO

Edith Moody

1930 Orchard

Ch Fy

STATE OF OREGON, } ss.

County of

, 19

Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of } ss.

, 19

Personally appeared and

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires: