12057 VOL 1/ JOPAGL 5104 FORM No. 70 CONTRACT-REAL ESTATE-Monthly Payments (Individual \$ THIS CONTRACT, Made this 13⁷⁷⁴ day of 21 A 2CH , 1970, between CLIFFORD J. EMMICH and WINIFRED L. EMMICH, husband & wife, Glendale, California hereinatter called the seller, and WILLIAM HENRY ARNOLD and SHIRLEY LOU ARNOLD, husband and wife, 2188 Hardinge Street, Summerland, California , hereinatter 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:, to-wit: TOWNSHIP 36 South, Range 12 East, W.M. Section 24: The northerly 220 feet of the southerly 440 feet of the north 1/2 of the southeast 1/4. This conveyance is made subject to reservations and restrictions of record, easements and rights of way of record, those apparent on the land, and to a 30 foot wide easement for joint user roadway and all other roadway purposes along westerly boundary. 0/G ev. 3. . . Z noil 25 \equiv 420 23 Ę for the sum of One Thousand One Hundred Forty-Three and no/100 Dollars (\$ 1,143.00 (hereinalter called the purchase price), on account of which One Hundred Twenty and no/100-----Dollars (\$ 120.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the 10.823 July 1st thereafter until paid. ACKX2500000HHXX0000KXX000 porotesasyntoxx1extollyxpakk All of sald 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 until paid, interest to be paid CONCUrrently ond * KXXXXXCAKXX The buyer shall be entitled to possession of said lands on 13/7, 19^{73} , and may retain such pos-not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, d, in goad condition and repair and will not suffer or permit any waste or strip thereof; that he will keep had premises here it other lines and save, the selfer harmless thereform and reindures where for all costs and attorney's fees means buyer in one production and the selfer harmless thereform and reindures where for all costs and attorney's fees means and save it other lines that he will have all taxes hereafter levied against said property, as well as all water rents, public charge and municipal lawluly may be imposed upon said premises, all prompty before the same or any part thereof before part due; that at houre's and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverad ression so long as now or herester and Kar than 3 -0- in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as pective interests may appear and all policies of insurance to be delivered to the where as were as insured. Now if the buyer shall had to pay any so, costs, water rents, takes, or charges or to procure and pay to such manance, the wifer may do wand any payable shall be delived become a part of the delivered by this contract and shall been interest of the rate aforesaid, without waiver, however, of any right arising to the buyers. -0not less than \$ the solute of base's because of constract. The seller objects because of constants. The seller adverse that at his expense and within 60 days from the late horeast, we hour waiver, however, of an intervent of the sell humble waiver, but at his expense and within 60 days from the late horeast, he will humble unit on the sell to be adverse that an amount equal to sade burches price; in waivelable fuller of the subject burst at his expense and within 60 days from the late horeast, he will humble unit of the date of a second secon Joins, water rents and jublic chardes so assumed by the buyer and lutther excepting all liens and encumbrances created by the buyer or his as And it is understood and afterid between said parties that time is of the sesonce of this contract, and in case the luyer shall laid to payments above required, or any of them, punctually within ten days of the time functed therelor, or laid to keep any afterement herein conta the selfer at his option shall have the following rights: (1) to declare this contract and in order of any afterement herein conta the selfer at his option shall have the following rights: (1) to declare this contract on the contract by surface the whole unpaid junicipal said purchase price with the interest thereon at once dur and payable and/or (1) to forchose this contract by surface and determine and the trip said purchase price with the interest thereon at once dur and payable and/or (1) to forchose this contract by surface and determine and the trip provision of the premises above described and all other sights augured by the buyet hereinder shall utterly cease and determine and the or account of the punchase of said selfer to be performed and without aby rights? The buyet or said selfer and there is and selfer and the said while, in case to be retained by and belong to the pay of the said where the based when any of the returned as about the property as abound the punchase of said property as abound the punchase. The said where the here the property are to be retained by and belong to said selfer and the said where the based when, in case to be retained by and belong to the pight and and execution and the said where the said when and the said where a to a said selfer and the said when, in case to such default had the said when, in case of such default when pight inmediately. The said when the 1.47 Ju 8381 TA con or thereto belonging. The buyer luther agrees that failure by the seller at any time to require performance by the buyer of any provision beyord chall in right hereunder to enforce the same, not chall any matter by said where of any breach of any provision beyord to be a wate-ing breach of any such provision, or as a waiver of the provision itself. THIE HAUTE EQUITABLE SA The true and actual consideration paid for this transfer, stated in terms of dullare, is \$ 1,143.00. Ollowever, the and the consists of or includes other property or value given as promined which is $\frac{D}{D} \frac{D}{d} \frac$ certain Mortgage mad In construing this contract, it is understood that the seller or the buyer may be more than one person; that it the contest so requires, the singu-onoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that femerally all frammatical charges shall de, assumed and implied to make the provision hereod apply equally to corporations and io individuals. lar pro wife, 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 Le signed and its corporate seal allised hereto by its officers duly authorized thereunto by order of its board of directors. 100 securing the sum of \$ William Henry and 61 in book 3-68 on pa together with the debt Low Qual ing said debt is also re-1. estrike whichever phrase non applicable. (For notarial acknowledgment, see reverse)/} NOTE—The sentence between the symbols (), il not applicable, sheuld be deleisd. See Skogter 467, Oregon Laws 1967, as amended by the 1967 Special Seulen IN WITNESS WH by its Assistant Vic June A DE LE REAL AND A DE LE R 145

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS: DATE INSURANCE INTEREST INTEREST PRINCIPAL OR TAXES PAID TO BALANCE PRINCIPAL BALANCE TO 447 C T (Individual) STATE OF CALIFORNIA COUNTY OF SANTA BARBARA 18 June 1970 ... before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM HENRY ARNOLD and SHIRLEY LOU ARNOLD , known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official soil. Signature James Z. Debor OFFICIAL SEAL JAMES H. CIBSON NOIARY PUBLIC CALIFORNIA FRICINAL OFFICE IN SANTA BARBARA COUNTY My Commission Expires Sept. 12, 1972 James H. Gibson Name (Typed or Printed) This area for official potacial se-A. ENNICH and L. ENNICH ale. Califox Cali Cali TR. IFFORD J. WINIFRED ss Glenda NO STATE OF ONE CON STATE OF OREGON, County of ... County of Las ANGELES , 19 MARCH 16, 19 70. Personally appeared Personally appeared the above named CLICFORD J CVIMICH AND each for himselt and not one for the other, did say that the former is the WINIFRED LETHALLEH president and that the latter is the secretery of and that the seal allixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them schnowledged said instrument to be its voluntary act and deed, Before me: and acknowledged the foregoing instrument to be THEIR voluntary act and deed. OFFICIAL Belore me: SEAL) (OFFICIAL SEAL) 成連邦 Notary Public for Oregon Balan My commission expires: CAROL A. RUYGROK A STATE SCIENCE PUBLIC - CALIFORNIA SAINGIPAL OFFICE IN LOS ANCELES COUNTY My Commission Expires Dec. 10, 1972 مانه المراكبة المكتبر وما المانية المراكبة المراكبة والمانية المراكبة المراكبة المراكبة المراكبة المراكبة المر المراكبة الم



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V. 1.2. PAGE 5105 2-18-649-2

EQUITABLE SAVINGS & LOAN ASSOCIATION, an Oregon Corporation, hereby certifies that a certain Mortgage made and executed by RALFH O. BILYEU and V. KATHRYD BILYEU, husband and wife,

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securing the sum of \$ 12,500.00 and interest, dated January 16, 1968 and recorded January 22, 1968 in book M-68 on page 466 Auditor File = of the Mortgage Records of KJamath County, Oregon together with the debt thereby secured, is fully paid, satisfied and discharged, and any Assignment of Rents securing said debt is also released.

IN WITNESS WHEREOF, EQUITABLE SAVINGS AND LOAN ASSOCIATION has caused these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary and its seal to be affixed this 17th day of June A. D. 19 70, pursuant to a general resolution of its Board of Directors heretofore duly passed.

≟ (SEAL)

EQUITABLE SAVINGS & LOAN ASSOCIATION Mille Assistant Vice President - + leicchnom Assistant Secretary

STATE OF OREGON. COUNTY OF MULTNOMAH, }53.

On this 17th A. D. 19 70 , before me appeared day of MAYNE L. MILLER and S. G. FLEISCHMAN to me personally known to be the Assistant Vice President and Assistant Secretary of the Corporation that executed the within foregoing instrument and acknowledged the said instrument to be the free and voluntary agt and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the scal affixed is the corporate scal of said Corporation. IN WITNESS WHEREOF, I have hereinto set my hand and alfixed my official

My commission expires January 10, 1973

seal the day and year first above writted, seal the day and year first above writted, hear Public in and for the State of Oregon, duly recommissioned and sworn, office at Portland.

STATE OF OREGON; COUNTY OF KLAMATH: 55. Filed for record at request of <u>Transmerica Title Company</u> this 23rd day of <u>June</u> A. D., 1970 at 11:16 o'clock A., and duly recorded in Vol. 170 <u>of Hortgages</u> on Page 5105

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WM. D. MILNE, County Clerk By Shylly Kutledow

IN WITNESS WH by its Assistant Vice June A.

L# 8331

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EQUITABLE S

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together with the debt ting said debt is also relea

1-74 70.823- 8380 F SNOW ALL MENT deed dater and Katherine Klamath DATED: June 19 , 19 70 if exercised by a corport