

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 tract of land situated in Lot 1, Homedale in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:
Beginning at a point on the Easterly line of Kane Street, said point being South 43 degrees 30' East a distance of 574.94 feet and North 22 degrees 00' East a distance of 148.05 feet from the iron pin marking the most Westerly corner of said lot 1; thence North 22 degrees 00' East along the Easterly line of Kane Street a distance of 90.0 feet to an iron pin; thence South 66 degrees 42' East parallel with the Northerly line of said Lot 1 a distance of 114.24 feet to an iron pin; thence South 22 degrees 00' West parallel with Kane Street a distance of 90.00 feet; thence North 66 degrees 42' West parallel with the Northerly line of said Lot 1 a distance of 114.24 feet, more or less, to the point of beginning.

for the sum of SEVENTY FIVE HUNDRED Dollars (\$ 7,500.00)
(hereinafter called the purchase price), on account of which FIFTEEN HUNDRED
Dollars (\$ 1,500.00) 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: \$ 6,000.00) to the order
of the seller in monthly payments of not less than 75.00
Dollars (\$ 75.00) each, MONTH
at SEATTLE, 1973

of the seller
Dollars (\$ 75.00) each, 198117
payable on the 5 day of each month hereafter beginning with the month of SEPTEMBER 1973,
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 1 1/2 per cent per annum from
5 SEPTEMBER 1973 until paid, interest to be paid WITH and * in addition to being included in
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
rated between the parties hereto as of the date of this contract.
with the seller that the real property described in this contract is not for other than agricultural purposes.

[illegible][illegible][illegible][illegible]

The buyer further agrees that failure by the seller at any time to require the seller to pay the purchase price of the goods, or to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof, constitute a 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 \$ [redacted] (indicate which) ①
eration consists of or includes other property or value given or promised which is the whole consideration hereof, the buyer agrees to pay such sum a
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 a
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or d
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on
annul:
... it is understood that the seller or the buyer may be more than one person; that if the context so requires, the t
... masculine, the feminine and the neuter; and that generally all grammatical changes
... individuals.

In construing this contract, it is understood that the singular, the masculine, the feminine and the neuter pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and 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 parties be made, assumed and implied to make the provisions hereof apply equally to the other.

designed is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereby its officers duly authorized thereunto by order of its board of directors.

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by its officers duly authorized thereunto by Order of the Board of Directors of the Oregon State Board of Corrections, to-wit:

Richard T. Baroff Bern S. Kellie
Leis A. Aschoff Alan Barker

NOTE: The sentence between the bolded **①** and **②** if not applicable, shall be deleted; see Oregon Revised Statutes, Chapter 439, Section 005.010.

_____, (A) or (B) is not applicable.

***IMPORTANT NOTICE:** Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a joint plan to finance the purchase of a home, in which event you use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

BOARD OF COUNTY COMMISSIONERS

In and For the County of Klamath, State of Oregon

IN THE MATTER OF THE
APPLICATION FOR CHANGE
OF ZONE NUMBER 73-43 BY
BERT G. WILCOX

O R D E R

This matter having come on for hearing upon the application of Bert G. Wilcox for a change of zone, said change application being numbered Zone Change 73-43 and said application having been heretofore recommended from RD 20,000 (Res. Single Family) to RD 1,500 (Residential Multi-Family) zone by the Klamath County Planning Commission, a description of the real property referred to in said application being Lot 1, Block 2, Shasta View Tracts, Klamath County, Oregon, less the Easterly 75 feet, and a public hearing on said application having been regularly held on July 31, 1973 before the said Board of Commissioners, and it appearing to the Board of Commissioners from the testimony, reports, and information produced at said hearing by the applicant, interested parties, the Planning Department and the Planning Commission's findings and recommendations, that the application should be granted, the Board of Commissioners makes the following findings:

1. That only through an error or mistake the southerly portion of the applicant's land had not been properly zoned for the actual use, which is a fourplex, on the zoning maps which, together with the zoning ordinance text were referred to the people for a vote on November 7, 1972, and it was not the intent of Klamath County to zone the southerly portion of the applicant's land for other than apartment use; and

2. That the applicant has provided specific information showing a public need for additional multi-family dwellings and that the applicant's property is best suited to meet said need; and

3. The property affected by the change of zone is adequate

