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FORM No. 47—CONTRACT—REAL ESTATE—Partial Payments (Individual or Corporate) (Truth-in-Lending Series).

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JUL 18 4 16 PM 1974

JUL 23 12 PM 1974

THIS CONTRACT, Made the 16th day of July, 19 74, between LEOTA L. HOWE, a single woman

of the County of Klamath and State of Oregon, hereinafter called the first party, and JOHN ALBERT TRIGG, JR., a single man 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:

Lot/8, Block 1, Stewart, Klamath County, Oregon

for the sum of THREE THOUSAND FIVE HUNDRED and no/100 * * Dollars ($3,500.00) on account of which FIVE HUNDRED and no/100 * * * * * * * Dollars ($ 500.00) 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 Seven per cent per annum from August 16, 1976, on the dates and in amounts as follows:

$50.00 or more per month beginning September 1, 1974; and each and every month thereafter on the 1 st day until paid in full. Payments to be made to Escrow Department of Western Bank, Klamath Falls, Oregon.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is
*(A) primarily for buyer's personal, family, household or agricultural purposes,
(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 $3,500.00 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.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments and all liens and encumbrances created by the second party, or second party's 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 transfer, stated in terms of dollars, is $ 3,500.00

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial 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 decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party 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.

X Leota L. Howe *Leota L. Howe* *John Albert Trigg Jr.* John Albert Trigg, Jr.

*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 first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

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

Until a change is requested, all tax statements shall be sent to the following name and address

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

8962

8789

CONTRACT

(FORM No. 47)

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

BETWEEN

Leta L. Howe
4603 Douglas
Address Klamath Falls, Oregon

AND

John Albert Trigg, Jr.
3428 Chelsea
Address Klamath Falls, Oregon

Dated 19

Lot .... Block

Addition

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 18th day of JULY , 19 74, at 4;16 o'clock P. M., and recorded in book M 74 on page 8788 or as filing fee number 91088 , Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title

By Hazel Drazil Deputy

FEE $4.00

AFTER RECORDING RETURN TO

Western Bank
P.O. Box 149

M.D. INDEXED
D 5 1

STATE OF OREGON, } ss.
County of Klamath
July 18, 1974

Personally appeared the above named
Leta L. Howe

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

Before me:

(SEAL) Sheryl Alice Fiddler
Notary Public for Oregon
My commission expires: 9/7/77

STATE OF OREGON, County of .... } ss.

Re-recorded to correct description

STATE OF OREGON, } ss.
County of Klamath

Filed for record at request of:

on this 23rd day of JULY A. D., 19 74
at 12:44 o'clock P. M. and duly recorded in Vol M 74 of DEEDS
Page 8961

WM. D. MILNE, County Clerk

By Hazel Drazil Deputy.

Fee $4.00

August 1945

Commanding