

THIS CONTRACT, Made this 25th day of OCTOBER, 1973, between  
FRED W. KOEHLER, JR., AND ALEX D. KRENTEL,  
1352 LANCE DRIVE, TUSTIN, CALIFORNIA 92680, hereinafter called the seller,  
and BRYCE M. AND SARAH P. KARR, HUSBAND AND WIFE, 400 GREENFIELD DR.,  
SPACE 39, EL CAJON, CALIFORNIA 92021, 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:

NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 16, TOWNSHIP 35 SOUTH, RANGE 10 EAST, OF THE  
WILLAMETTE MERIDIAN - 20 ACRES M/L.

This conveyance is made subject to easements, rights of way of record, and roadways apparent on the property.

for the sum of EIGHT THOUSAND FIVE HUNDRED ----- Dollars (\$ 8,500.00 )  
(hereinafter called the purchase price), on account of which SEVENTEEN HUNDRED -----  
Dollars (\$ 1,700.00 ) 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: \$ 6,800.00 ) to the order  
of the seller in monthly payments of not less than SEVENTY FIVE -----  
Dollars (\$ 75.00 ) each,

payable on the 1st day of each month hereafter beginning with the month of DECEMBER, 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 7-1/2 per cent per annum from DATE OF CONTRACT until paid, interest to be paid CONCURRENTLY and \* 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.

The buyer 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.

[illegible]

not less than \$ - 0 - in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such direct costs, such interest, taxes or charges prior to procure and pay for such insurance, the seller may do so and any payment so made shall be added to the purchase price to 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.

The seller agrees that at his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy insuring him an amount equal to the purchase price of the above described marketable title in and to said premises in the seller on or subsequent to the date of this agreement, except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees to deliver unto buyer a deed conveying said premises in fee simple upon request and upon surrender of this agreement. If the date of the date hereof and free and clear of all encumbrances, liens, taxes, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created at the house shall fail to make the

[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 branch of any provision hereof be held to be a waiver of any such succeeding branch 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 \$8,500.00. @However, the actual consideration consists of or includes other property or value given or promised which is ~~not~~ <sup>part of</sup> the consideration (indicate a check) ☒. In any case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action if an appeal is taken and the plaintiff's attorney's fees on such of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable to the plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made so that the provisions hereof apply equally to corporations and to individuals.

**ALEX D. KRENTIEL** **SARAH P. KAREL**  
 \*IMPORTANT NOTICE: Delete, by lining out, whichever photo 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, Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form NA. 1305 or similar, unless the contract has become a first lien to finance the purchase of a  
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NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes Section 93.030. (Natural acknowledgment)

