CONTRACT OF SALE ol. M14 Page 12240 93021 28-7758 THIS AGREEMENT made and entered into this 30th day of September 19.74. by and between FIRST NATIONAL BANK OF OREGON, TRUSTEE hereinafter called the "Seller," and NORMAN L. ROSE AND MARTHA J. ROSE, Husband and Wifehereinafter called the "Purchaser," (which term includes the plural, and the masculine shall include the feminine and the neuter 1. That for and in consideration of the sum of ELEVEN THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$\frac{11,200.00}{200.00}\$) DOLLARS, to be remitted in payments to be made as hereinafter provided, and in consideration of the stipulations herein contained, the Seller does hereby agree to sell to the Purchaser, and the Purchaser does agree to purchase from the Seller, upon the terms and conditions hereinafter set forth, the following described real property, situate in the County of KIAMATH, State of Oregon, to-wit: 197.1 Ξ LOTS 9 and 10 Block 217 Mills Second Addition in. to the City of Klamath Falls, State of Oregon 50 16 2. The purchaser does agree to pay to the Seller as the purchase price of the real property hereinabove described the sum of ELEVEN THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$11,200.09 DOLLARS in the manner (\$11,200.09 DOLLARS in the manner

following: THREE THOUSAND DOLLARS AND NO/100 (\$ 3,000.00 DOLLARS in cash upon the execution of this Agreement, the receipt of which is hereby acknowledged, and the balance of said purchase price, to wit: the sum of EIGHT THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$ 8,200.00) DOLLARS, installments of not less than ONE HUNDRED THREE DOLLARS (\$ 102.87) DOLLARS in equal each including interest on all deferred installments of the rate of Nine (9) per cent per annum, from the date hereof until paid, the first payment to be made on the 30th day of October

The Purchaser, in consideration of the premises, does further agree:

(a) That he will regularly and seasonably pay all taxes heretofore or hereafter levied against said property or any part 1974/75 real estate taxes to be prorated hydrar prior differences. except taxes for the listal year terminating June 36, prorated hydrar prior differences of closing.

(b) That he will also pay, as and when the same become due and payable, all other liens of every kind and nature, public or private, which are hereafter levied, assessed or charged against said real property, or any part thereof.

or private, which are hereafter levied, assessed or charged against said real property, or any part thereof.

(c) That he will keep the building or buildings now situate upon said property insured against loss by fire in a reliable fire insurance company acceptable to or designated by the Seller, in a sum equal to the full insurable value of the improvements thereon; that he will cause to be attached to said policy a proper contract of sale clause payable to the Seller and will deliver said policy to the Seller to be retained by it during the continuance of this Agreement; that, prior to the expiration of any policy so delivered, he will turn over and deliver to the Seller a new policy in lieu thereof, in a similar amount and of a similar character, and will pay all premiums thereon prior to such delivery, and will accompany such policy with a receipt to the insurance company evidencing such payment.

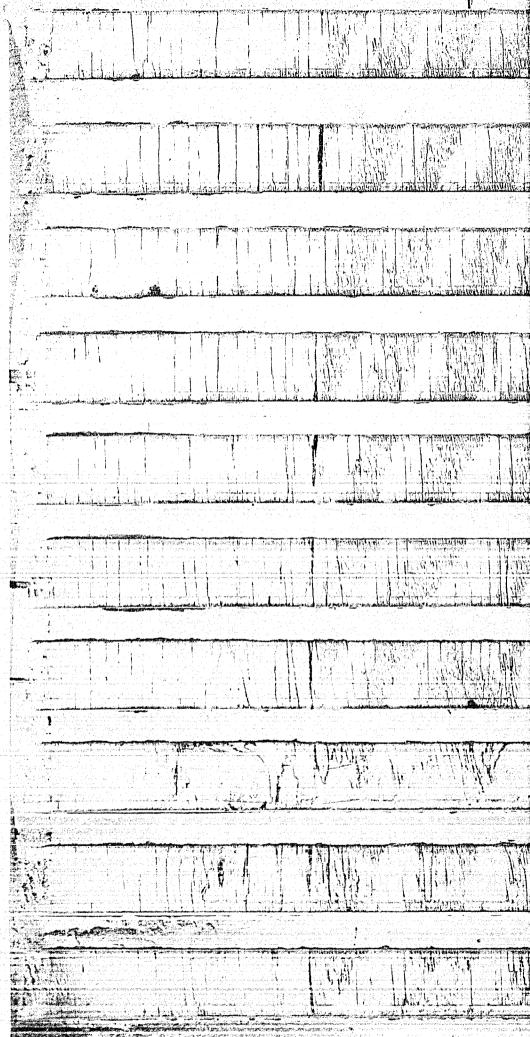
(d) That he will keep the building or buildings now situate on said property in good order and repair and will not permit or commit strip or waste thereof, and that all improvements hereafter placed upon said property shall remain thereon and shall not be removed therefrom until the full payment of the purchase price hereinabove required to be made shall have been made.

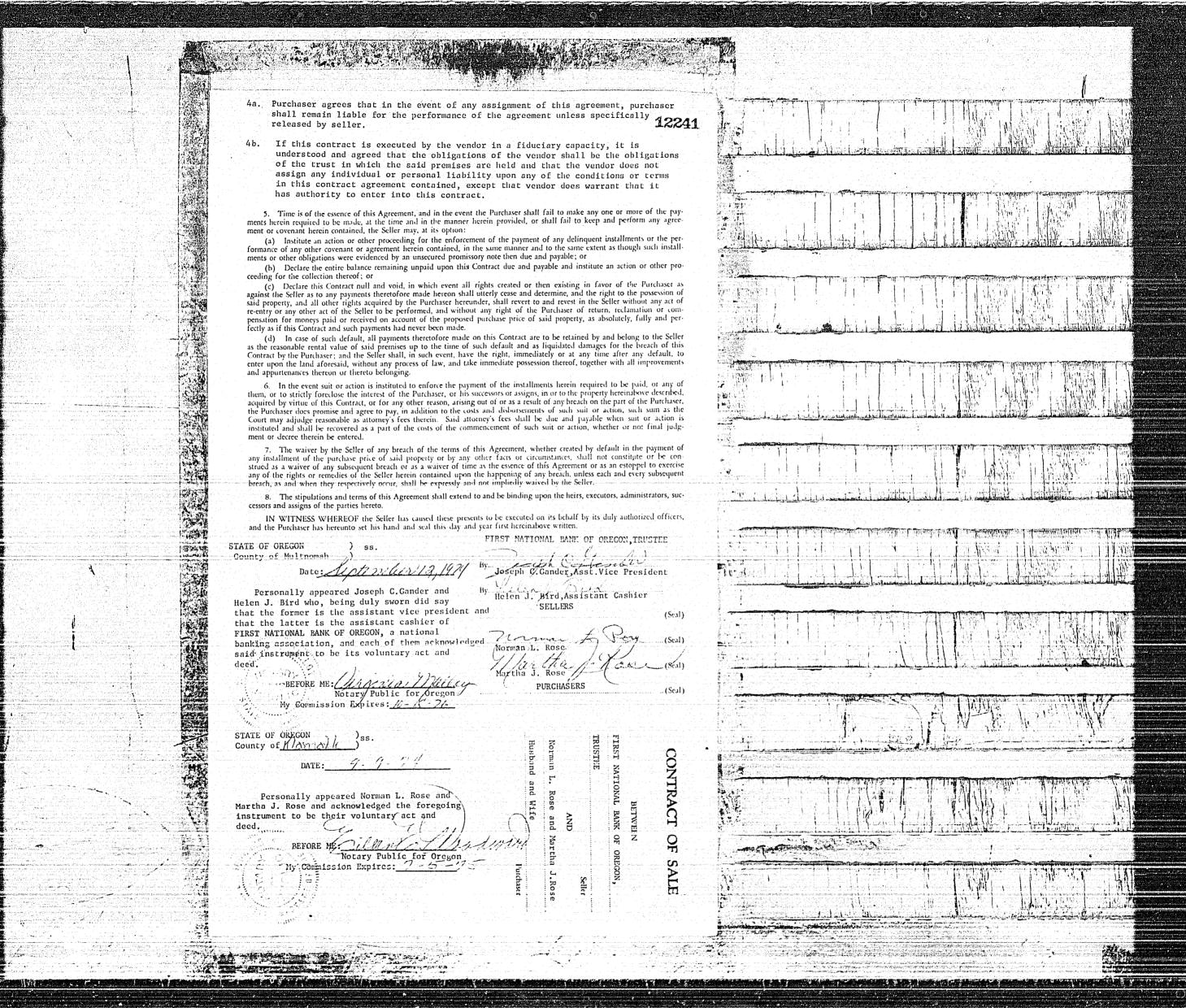
(e) That he will not make any alterations or improvements upon said property without the consent of the Seller being in writing first obtained; that he will not incur any indebtedness of any kind or nature for alterations, repairs, improvements or otherwise which might form the basis for the filling of any mechanics' or other liens against said property, and that nothing in this Agreement contained shall or does in any manner authorize the incurring of any obligations of any kind which may constitute a charge or lien against said property, or any part thereof.

(f) That he will not demand or be entitled to any further assurance of title beyond the abstract or title insurance policy exhibited for his inspection at the time of or before the execution of this contract.

4. If and when the Purchaser shall have paid the several sums of money aforesaid, peneturily and at the times specified, and shall have strictly and literally performed all and singular the agreements and stipulations on his pair required to be performed, then the Seller will make, execute and deliver unto the Furchaser, upon request and upon surener of this Agreement, Bargain and Sale Deed, conveying to the Purchaser all its right, title and interest in and to said property, subject to any mortgages or liens mentioned in this contract and also subject to the taxes and city liens, if any, hereinabove referred to and any other taxes, assessments, liens or other incumbrances, of any kind or nature, which may have been created or allowed by the Purchaser or his successor in interest subsequent to the date of this Agreement.

United Change is required, distributed.





12242 STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of ______Transamerica Title Ins this 16 day of Sept A. D. 19 74 3:45 o'clock pM, and duly recorded in Vol. M-74, of deeds Wm D. MILNE, County Clerk