| | FORM No. 704-CONTRACT-REAL ESTATE-Partial Payments (Individual or Corporate) (Truth-In-Lending Series) 25 rage 638 | |
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| | THIS CONTRACT, Made this. 3rd day of December , 19 74, between Audrey G. McPherson | |
| | and Klamath Christian Center , hereinafter called the celler, | |
| | , 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 de- scribed lands and premises situated in Klamath County, State of Oregon, to-wit: | |
| 15 19 7 6 | Lot 5 in Block 1 of WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon. | |
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| | Six thousand five hundred and $no/100$ $p_{\rm supp}$ (6.500.00) | |
| | for the sum of Six thousand five hundred and no/100 Dollars (\$ 6,500.00) (hereinafter called the purchase price) on account of which Dollars (\$ 200.00)) is paid on the execution hereof (the receipt of which is | |
| | hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in | A PARTY PARA |
| | amounts as tollows to with the sum each month thereafter on or before the first 15, 1975 and a like sum each month thereafter on or before the first day of each month. In addition to said monthly payments, buyer is to pay the sum of \$1,000.00 on or before July 15, 1975; \$1,000.00 on or before | |
| | July 15, 1976; and \$1,000.00 on or before July 15, 1977. The full unpaid contract balance is due on or before July 15, 1978. | |
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| | The burrer wastants to and coverants with the seller that the real property described in this contract is (A) minimity for buyers perpendicular to the seller that the real property described in this contract is (B) for an organization of (Art, 1) buyer is a TEB project of the provided of 9976 and purposes other than advicultural purposes. (B) for an organization of (Art, 1) buyer is a TEB project of the provided of the test of 8 1/2 | |
| | All of said purchase price main price and the said of the said purchase price shall be provided and the said th | NOT THE |
| | he is not in default under the terms of this contact, the object any waste or strip thereof; that he will keep said premises tree from mechanic's | |
| | erected, in good combining and show thereftom and reimburs willer for all costs and attorney's less incurred by him in delending against any and all other liens and save the seller herefter levied against said property, as well as all water rents, public charges and municipal liens which here- such liens; that he will pay all tares herefter levied against said promptly as well will as all water rents, public charges and municipal liens which here- such liens; that he will pay all tares herefter levied against said promptly before the same or any part thereof become past due; that at buyer's espense, he will insure and inter the same of any part thereof by first or damage by first (with estended coverage) in an amount insure and the same of a subject of the seller and then to the buyer as not less than 3 in a company or companies and subjected 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 may do so and any perment so made shall be added | |
| | such liefs, costs, water refis, takes, in thanks to be descent and shall bear interest at the rate aloresaid, without waiver, however, of any right arising to to and become a part of the debt secured by this contract and shall bear interest at the rate aloresaid, without waiver, however, of any right arising to the test secured by this contract. | |
| | suring (in an annount equal to said purchase price) marketable tille in and to said premies in the selfer on or subsequent to the unit of the said price and except the usual printed exceptions and the building and other restrictions and easyments now of record, if any selfer also agrees that when said surchase price is fully paid and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said | |
| | premises in lee simple unto the buyer, his heirs and avigns, tree and clear of encumbrances as of the date hereor and tree and tree and clear of the universe in the universe of the second and the law of the second the se | |
| | the seller at his option shall have the tollowing rights: (1) to declare this contract null and yord, (2) to declare the whole unpair principal busines of said purchase price with the interest therean at once due and payable and/or (3) to loreclow this contract by suit in equily, and in any of such to the all rights and interest created or then existing in lavor of the buyer as against the seller hereunder shall utterly cases and dreined without any set postension of the purchase of the due and and without any the toley thereunder shall even charmation to compensation for moneys paid of re-entry, or any other set of said property as abouting, hold and without any the tither to be and here the address and other set on the source of | |
| | on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payment and never been maily, and in card of such default all payments therefolder made on this contract are to be relained by and belond to said selfer as the agreed and reasonable end to said premises up to the time of such default. And the said selfer, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aloresid, without any process of law, and take immediate postession thereout, logether with all the immovements and appurturnances thereon or thereto belonging. The buyer litther agrees that failure by the selfer at any time to require performance by the buyer of any provision hereol shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said selfer of any breach of any provision hereol shall in no way affect is right hereunder to enforce the same, nor shall any waiver by said selfer of any breach of any provision hereol to be a waiver of any suc- certing breach of any such provision, or as a waive of the provision field. | |
| | The true and actual consideration paid for this transfer, stated in terms of doublet, it is a state which in the state which in the state which is a state whic | |
| | In case suit or action is instituted to loreclose this contract or to enforce any of the provisions hereol, the buyer agrees to pay such sum as the court may adjudge transmable as attorney's tess to be allowed plaintill in said suit or action and if an appent is taken from any judgment or decree of the trial court, the buyer luther promises to pay such sum as the appellate court shall adjudge reasonable as plaintill's attorney's less on such | |
| | appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that it the contract so requires, the singu- lar promoun shall be taken to mean and include the plural, the maculine, the feminine and the neutre, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply equally to corporations and to individual. IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; it either of the un- | |
| | dersigned 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 directory p Buy affinition of the seal of t | |
| | Audrey G. HcPherson By: Add A Stan Denter | |
| | eIMPORTANT NOTICE: Delete, by lining eut, whichever phrose and whichever watranty (A) ar (b) is not applicable. Believed to a crediter, as such werd is defined in the Trath-In-Landing Act and deleted; see Oregon Revised Statutes, if warranty (A) is caplicable and if the seller is a crediter, as such werd is defined in the Trath-In-Landing Act and deleted; see Oregon Revised Statutes, | |
| | If warranty (A) is consistent on a with the Act and Regulation by making required disclosures; for this purpese, Section 93,030. (Netorial acknowledg- use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a ment on reverse), dwelling in which event use Stevens-Ness Form No. 1307 or similar. | |
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