

THIS CONTRACT, Made the 29 day of September, 1975, between  
THOMAS BURGESS, JR. and JEAN BURGESS, husband and wife

of the County of Multnomah and State of Oregon, hereinafter called  
the first party, and GEORGE C. MANNING and EVA L. MANNING, husband and wife  
of the County of Clackamas 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 follow-  
ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lot 157 in Third Addition to Sportsman Park, according  
to the official plat thereof on file in the office of  
the County Clerk of Klamath County, Oregon.

PM 12 54

for the sum of Six thousand and no/100-----Dollars (\$ 6,000.00 )  
on account of which One thousand and no/100-----Dollars (\$ 1,000.00 )  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
mainder to be paid to the order of the first party with interest at the rate of 7 1/2 per cent per annum from  
date hereof, on the dates and in amounts as follows: monthly installments  
of not less than \$40.00 each including interest at the aforementioned  
rate of 7 1/2 per cent per annum on the unpaid balance; the first monthly  
installment is due and payable on the 30 day of October, 1975 and a like  
installment is due and payable on the 30 day of each and every month  
thereafter until the whole sum principal and interest is paid in full.

The cabin on the premises is furnished with two beds, one  
daveno, one admiral T.V., one dining room table and six chairs, one  
electric stove, one electric refrigerator and one wood heater.

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,  
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.  
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 \$ contract  
balance  
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.

(Continued on reverse)

\*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, at 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.

Thomas Burgess, Jr.  
7240 SE 71st  
Portland, OR 97206  
SELLER'S NAME AND ADDRESS

George C. Manning  
16147 S. Apperson Blvd  
Oregon City, OR 97045  
BUYER'S NAME AND ADDRESS

After recording return to:

SCHUMAKER & AHO  
219 Seventh Street  
Oregon City, OR 97045  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

George C. Manning  
16147 S. Apperson Blvd  
Oregon City, OR 97045  
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-  
ment was received for record on the  
day of 19  
at o'clock M., and recorded  
in book on page or as  
file/reel number  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

By

Recording Officer  
Deputy

when the contract is paid in full

The first party agrees that at his expense and ~~xxxxxx~~ and furnish to the second party a title insurance policy insuring on an amount equal to said purchase price ~~xxxxxx~~ in and to said premises in the first party or of a third party, the date of this agreement, save and except the usual printed exceptions and restrictions, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, printed or arising by, through or under first party, excepting, however, the said covenants and restrictions and the taxes, municipal fees, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party, or his 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, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare to be of the essence of this agreement, then the first party shall have the interest therein at once due and payable and (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 revert 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 redemption 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 \$ 6,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which part of the consideration is the whole).

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 contract 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.

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_ ss.  
County of Clackamas, September 1975.

Personally appeared the above named Thomas Burgess, JR. & Jeanne Burgess, h/w  
George C. Manning & Eva L. Manning, h/w and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *W. E. Schuler* Before me: \_\_\_\_\_  
(OFFICIAL SEAL) Notary Public for Oregon Notary Public for Oregon  
My commission expires 11-30-76 My commission expires: \_\_\_\_\_

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record ~~xxxxxx~~ 12:54  
this 6th day of OCTOBER, A. D. 1975, at \_\_\_\_\_ and \_\_\_\_\_ P.M.,  
duly recorded in Vol. M. 75 of DEEDS on Page 12258  
FEE \$ 6.00  
By *Hazel Dragan*  
V. O. MILNE, County Clerk