| <u>}</u> | | | | | in a constant of the second | | | |
|--|-------------------------|--|--|--|---|--|-------|--|
| ۹ : | 1.0.1 | FORM No. 706 CONTRACT-REAL ESTATENonInly Paymanis, | 100 | UNE NEEL LAW FUELIERING CO., FORTLAND, OR FTELL | ČE, Š | | | |
| | | THIS CONTRACT, Made this 31st Don John Karr and Jean T. Karr ALSO KNOWN and Charles R. Strohkirch and Sanc | day of December, husband and w | 5 i'age 16383 | | | | |
| | | | | , hereinalter called the buyer, | | | | |
| | | WITNESSETH: That in consideration of the seller agrees to sell unto the buyer and the buyer as scribed lands and premises situated in Klama | érees to purchase from | the seller all of the following de- | | | | |
| | | .OT 9 in Block 8 of FAIRVIEW ADDIT Clamath County, Oregon. | ION TO THE CITY | OF KLAMATH FALLS, | | A standard and a standard the | | 6 • • • • • • • • • • • • • • • • • • • |
| | | | | | | and the second function of the second s | | |
| | | It is further agreed by and betwe payments required below do not in | en the parties b clude taxes and | nereto that the fire insurance. | | | | ער פאינע איז |
| | <u>1 1 3 1</u> EC 31 | • • | | | | | | A source |
| | 0 SL. | for the sum of Nine Thrusand Three Hu | ndred_Fifty_and | Dollars (\$ 9,350.00 |) | HUNN L | | paporta una Aus da dina ta tada dina ta tada dina ta tada tu ta tu ta tu tu tu tu tu tu tu tu tu tu tu tu tu |
| | | (hereinafter called the purchase price), on account Dollars (\$35000) is paid on the execution seller); the buyer agrees to pay the remainder of s of the seller in monthly payments of not less than | hereof (the receipt of w | which is hereby acknowledged by the order of | e " | | | |
| | | Dollars (\$ 70.00) each, or more, payable on the 31st day of each month hereaft and continuing until said purchase price is fully | paid. All of said purch | ase price may be paid at any time | ц; | | | Per annun fron (being included in (being included in (being toplo. |
| | | all deferred balances of said purchase price shall December 31, 1975 until paid, inte the minimum monthly payments above required. T rated between the parties hereto as of the date of | est to be paidmo axes on said premises fo | nthly and * being included i | n | | | 100 100 100 100 100 100 100 100 |
| | | The buyer warrants to and covenants with the seller that $th = 4$ | e real property described in this cultural purposes, | i contract is if purposes-other -than sprice/tural-purposes 9.75., and may retain such possession so long i 9. the buildings on said premises, now or hercall | a3 cr | | | Sold and a state of the state o |
| | | (B) for an organization of terren it turge is a metural present. The buyer shall be entitled to possession of said lands on De- he is not in delault under the terms of this contract. The buyer age erected, in good condition and repair and will not suffer or permit such liens; that he will pay all tares hereafter eveled against and the insure liens; that he will pay all tares hereafter eveled against about after lawfully may be imposed upon swid premises, all prevised and insure and keep insured all buildings now or hereafter erected on said full insure all buildings now or hereafter erected on said full insure and keep insured all buildings now or hereafter erected on said full insure all points and pay and the second by this contract and shall their respective interests may appear and all policies of insurance to such liens, costs, water rents, tares, or charges or to procure and pay to and become a part of the debt secured by this contract and shall | my waste or strip thereol; that urse seller for all costs and altor operty, as well as all water rent e the same or any part thereol i d premises against loss or damag tislactory to the seller, with loss | he will keep said premises free from mechanic ney's less incurred by him in delending Againit an is, public charges and municipal liens which here become past due; that at buyer's expense, he wi le by fire (with estended coverage) in an amoun payable first to the seller and then to the buyer - | as | | | HIS IN OUT OF THE OTTOL |
| | | The seller for buyer s breach of connact. The seller agrees that at his expense and within <u>30</u> switch in an amount equal to suit purchase price) marketable title i | days from the date hereof, he n and to said premises in the self | will lurnish unto buyer a title insurance policy i ler on or subsequent to the date of this agreement | n- 18, | | | 0//dra |
| | | | ntinued on reverse) | | | 1 | | |
| | | •IMFORTANT NOTICE: Delete, by lining out, whichever phrose and whiche a creditor, as such word is defined in the Truth-In-Lending Act and Regulat for this purpace, use Slavens-Ness Form No. 1308 or similar unless the co. Stevens-Ness Form No. 1307 or similar. | | STATE OF OREGON, |] | | | ε τυ ε πτε μος ε ε τυ ε πτε τρε το τρε τρε τρο το |
| | | SELLER'S NAME AND ADDRESS | | County of I certify that the within ins ment was received for record on | the | | | OJ LITA Gan |
| | | BUYER'S NAME AND ADDRESS | FOR RECORDER'S USE | day of, 19, 19 | rded | | | STILL EVIL'S |
| | | 1213 Main Salls, Our NAME, ADDRESS, ZIP 97601 Juli a change is the second all face statements shall be sent to the following addre | | Record of Deeds of said county. Witness my hand and sea County affized. | il of | | | Ano in line in the |
| an a | | Ken Karr 5648 Dance Keawart Salls One | •••••••••••••••••••••••••••••••••••••• | Recording Ol By | ficer puty | | tired | Distret husband colled to |
| | | NAME ADDRESS, ZIP 97601 | • | | | | | Secondary 1038 |
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And it is understood and agreed between said parties that time is of the essence of this confirst, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited threador, or fail to here any effectment herein contained, them the seller at his option shall have the following rights: (1) to declare this contract null and void (2) to declare the whole unpaid principal behaves and purchase price with the interest thereon at once due and payable and/or (2) to declare the whole unpaid principal behaves of all rights and interest created or then existing in large of the bayer as against the seller hermother shall uterly crease and determine and the right to the possession of the premises above described and all other rights equired by the buyer to recorder shall strengt on compensation for monrys paid of e-entry, or any other act of acid estiles to be performed and without any right of the buyer of seture, reclamation of momphase here about exercibes made on this contract are to be declared at the scheme the seture of a schemet of the performed and without any right of the buyer of seture, reclamation for monrys paid on eccount of the purchase of acid estiles to be performed and without any right of the buyer of seture, reclamation or companys paid on eccount of the purchase of acid estiles to be performed are to be reteined by and belong to add seller as the agreed and resemble rend to asid permise up to the time of such falsult, and the said seller, in case of such delault, shall here the right immediately, or all provession there are solved by and belong to add seller with all the immodeless, the enter upon the land aloresaid, without any process of law, and take immediate possession thereod, together with all the immodement and enterties, the enter upon the land aloresaid, without any process of law, and take immediate possession thereod, together with all the immodement and enterties, the h default all payments use up to the time of a upon the land aforenaid up or thereto belonging.

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The buyer builder agrees that follows by the seller at any time to require performance by the buyer of any provision hereof shall in no way effect bis right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suo-creding breach of any such provision, or as a waiver of the provision itsell.

In case with the school of school of

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. Charles R Jean T. Karr Strahkuch Kass Charles R. Strahkirch entiance between the symbols (), if not applicable, should be deleted. See ORS 93.030). NOTE STATE OF OREGON, County 1 22 STATE OF OREGON, County of _____Klamath ... 19.... • ~ ~ ~ Personally appeared December 31 , 19 75 Strohkirchd acknowledged the loregoing instruand that the seal atlixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in bo-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. ment to be their voluntary act and deed. (OFFICIAL Line willo Matthews) Before me: (OFFICIAL SEAL) Notary Fublic for Oregon My commission expires 3-3-78 Notary Public for Oregon My commission expires: Section & of Chapter \$18, Oregon Laws 1975, provides: "(1) All 'intrinanta' contracting to conver fee title to an , and the parties are bound, shall be acknowledged, in the instrumenta, ar, a memorandum thereof, shall be recorded real property, at a time more than 12 months from the date that the instrument is exe-nance provided for acknowledgment of deeds, by the owner of the tills being conversed, the converser not later than 15 days after the instrument is accessed and the parties are cuted, and the Such instrume bound thereby . . "(2) Wiolation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) STATE OF GREGON. 1 County of Klamath [Filed for record at request of Transamerica Title Ins A. D. 19_75 31 de d____Dec--eiclock P M, and duly 3:57 M 75 deede 16383 WID U. MILNE, COUNTY Clerk Jaz Aupony 6.00



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