

THIS CONTRACT, Made this day of 21 November, 1975, between  
GERHARD JOHN AYOTTE and DOROTHY LUCILLE AYOTTE, Husband and wife,  
hereinafter called the seller,  
and CLIFFORD CRAWFORD and SUSAN CRAWFORD, husband and wife,  
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:  
The South one-half (1/2) of Lot 17 of Block 1 in THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.  
SUBJECT TO: Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts and water and irrigation rights in connection therewith; rules, regulations and assessments of South Suburban Sanitary District; Reservations and restrictions in deed from Western Cities Company to J.R. Stiles, dated May 22, 1942, recorded June 1, 1943 on page 511 of Volume 155 of Deeds, records of Klamath County, Oregon

for the sum of Fourteen Thousand Five Hundred and no/100 Dollars (\$14,500.00) (hereinafter called the purchase price) on account of which Three Thousand and no/100 Dollars (\$3,000.00) is paid on the execution hereof (the receipt of which hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit:

Balance of \$11,500.00 to be made in monthly payments of \$125.17. First installment due on or before November 20, 1975 and subsequent installments due on or before the 20th day of each and every month thereafter until principal and interest are paid in full.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of seven (7%) per cent per annum from November 1, 1975 until paid, interest to be paid monthly and the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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,

(B) for other purposes, to-wit: *business or commercial purposes*

The buyer shall be entitled to possession of said lands on November 1, 1975, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics' and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal fees which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than full replacement value.

The buyer shall be entitled to possession of said lands on November 1, 1975, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics' and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal fees which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than full replacement value.

The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and these apparent on the land

and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with First National Bank of Oregon, South 6th St. escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the seller.

(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, as 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.

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument 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.

Recording Officer

Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

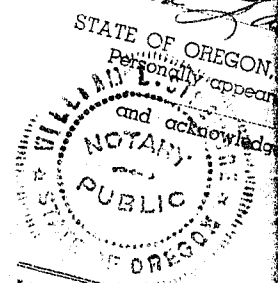
9 Mail 13r  
206 13r JO 04/238

NAME, ADDRESS, ZIP

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

MR. AND MRS. CLIFFORD CRAWFORD  
3170 Austin St  
Klamath Falls, Oregon  
NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE



After recording return to:  
First Federal Savings  
540 Main Street  
Klamath Falls, OR 97601  
Until a change is requested, all  
shall be sent to the following name:  
First Federal Savings & L  
540 Main St.  
Klamath Falls, Oregon 97601

From the Office of  
GANONG & SISEMORE  
538 Main Street  
Klamath Falls, Oregon 97601

I hereby certify  
JANUARY

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then 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 balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and for (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer, as against the seller hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 breach of any provision hereof be held to be a waiver of any succeeding breach 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 \$ 14,500.00 (The number of dollars and cents is indicated by the symbol @, if not applicable, should be deleted. See ORS 93.030).

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit 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. In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context 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. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

*Clifford Crawford* *Gerhard J. Ayotte*  
*Susan Crawford* *Dorothy Lucille Ayotte*

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

STATE OF OREGON, } ss. STATE OF OREGON, County of \_\_\_\_\_, 1975.  
 County of Klamath }  
 November 21, 1975. Personally appeared \_\_\_\_\_ and \_\_\_\_\_

Personally appeared the above named Clifford Crawford and Susan Crawford \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

and acknowledged the foregoing instrument to be their voluntary act and deed. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: \_\_\_\_\_ (SEAL)  
 Notary Public for Oregon  
 My commission expires 9-1-78

Before me: \_\_\_\_\_ (SEAL)  
 Notary Public for Oregon  
 My commission expires: \_\_\_\_\_

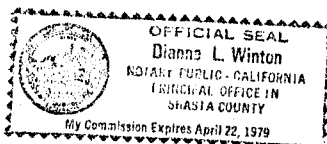
(DESCRIPTION CONTINUED)

STATE OF CALIF. } ss.  
 County of SHASTA } November 21, 1975

Personally appeared the above named Gerhard John Ayotte and Dorothy Lucille Ayotte and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Dianna L. Winton*  
 Notary Public for CALIF.  
 My commission expires: 4-22-79



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at \_\_\_\_\_ FIRST NATIONAL BANK OF OREGON SO. 6TH BR.

this 12th day of JANUARY A.D. 1976 at 4:00 o'clock P.M., OR.

July recorded in Vol. M 76, of \_\_\_\_\_ BOOKS on Page 556

FILE \$ 6.00

Wm D. MILNE, County Clerk

By *Hazel Hazen*

The true and correct copy of this instrument, as the same appears from the original, is hereby certified to be correct.

TO HAVE  
 estate by the  
 their assigns,  
 all incumbrance  
 except those ab  
 IN WITNESS  
 this 7th day of  
 January 1976  
 STATE OF OREGON,  
 Personally appeared  
 and acknowledged  
 NOTARY  
 PUBLIC  
 STATE OF OREGON

After recording return to:  
 First Federal Savings  
 540 Main Street  
 Klamath Falls, OR 97601

Until a change is requested, all  
 shall be sent to the following name:  
 First Federal Savings & L  
 540 Main St.,  
 Klamath Falls, Oregon 97601

From the Office of  
 GANONG & SISEMORE  
 539 Main Street  
 Klamath Falls, Oregon 97601

I hereby certify  
 JANUARY