

Si 9542 1976 between THIS CONTRACT, Made the 2nd day of Fe George H. McMahan and Helen H. McMahan day of February and State of Oregon , hereinalter called Klamath of the County of the first party, and Everett R. Ball and Bettie L. Ball of the County hereinalter called the second party, and State of Oregon WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made Klamath nt as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-, State of Orugon ing described real estate, situate in the County of Klamath The 3. 2 of Lots 31 and 32, Block 125 Mills Addition to the 3 City of Klamath Falls, Klamath County, Oregon ē. 2 JHY 32. for the sum ofThirteen Thousand-management ------- Dollars (\$13,000.00) Dollars (\$ on account of which is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 8...... per cent per annum from , 19.76 , on the dates and in amounts as follows: TEB-March 1, Payments of \$140.00 per month, payable on or before the 16th 2AB. The day of each month, starting March 1, 1976 until paid. The buyer (also called second party) warrants to and covenants with the selier that the real property described in this contract is e(A) primarily for buyer's personal, family, household or agricultural purposes. (B) for an organization or teven is buy. It is a minimal force) is for business or commercial curronses 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 premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon premises, insured in favor of the first party against loss or damage by first (with extended coverage) in an amount not test than \$ premises insured in favor of the first party against loss or damage by the (will extended coverage) in an another not test that 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 is interest may appear and will deliver all policies of insurance on said premises to the first party as soon as issured. All improvements placed is shall remain, and shall not be removed before final payment be made for said above described premises. In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-In case the second party or those claiming under the agreements and singularing to this agreement, a title insurance policy insuring title as or subsequent dais and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, ex-g, however, the above mentioned taxes and assessments and all liens and encumbrances created by the second party, or second party's assigns. But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the times about the second of this agreement, then the first party shall have the following rights: () due any this contract null to be whole unpaid principal balance of said purchase price with the interest thereby create and rays of the second by suit in equity, and in any of such cases, all the right and interest hereby create about existing in favor of the second agreement, shall utterly cease and determine, and the premises aforesaid performed and without any right of the second party pensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had aver been made pensation 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 thit transfer, started in terms of dollars, is \$13000.00. However, the actual consideration consists of y₁ includes other property or value given or promised which 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 induced prevention of actree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's at-torney's fees on such appeal in the agrees that failure by the first party at any time to require performance by the second party of any provision thereof he do to be away wire 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 context so In construing pronoun shall be taken to mean und include the plousal, the masculine, the tenine and the neutrer, and that generally all grammatical changes shall be made, assumed and inplaid to make the provision thereof uppy equally to corporations and to individuals. IN WITNESS WHEREOF, said parties have executed this instrument in dunlicate: if either of the un-Iteal changes shall be made, assumed and implied to make the provision actes apply equally to corporations and to intervision. 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 duty authorized thereunto by order of its board of directors. COLATTA ISE mma chever warranty (A) or (B) is not applicable, nd is defined in the Truth-In-Lending Act and making required disclosures; for this purpose, ims a first lien to finance the purchase of a NOTICE: Delete, by lining 855 Celdanar o ted, ell D Conenel Pall the service with the service

Sec. A. C.

102M No. 47-SQNTRACT-REAL ESTATE-Partial Payments (Individual ar Cerporate) (Truth-In-Lendin 100) 76 Page

SU

tin St.

1162





· W.

Appendiate the second second

6.15 2.1

1.0

San Participante de la composición de la

inaretering and the second

and the second sec

10

firs - -

	REC	EIVED F	AYMENT	S ON W	ATHIN C	ONTRACT.	AS F	OLLOW	S:	-	
URANCE TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE IN OR TAXES	TEREBT	INTEREST PAID TO	PNINCIPAL	PRINCI	<u></u>
			\square					<u> </u>			
_			┨╼╍┥╼┥								
	+-+	1									
	1		+								
		_			<u> </u>	_			++		
					1						
										_	
			_								
					+ +						
				1	1_1	<u></u>	L		1	163	
11	1 1				ine -	fec.	o o	lle.			in state of the st
E.			61		instru-	ecorded or as Rec-	seal of	Title.	Lepury.		A
ND. ORE.			, 19		thin ins ord on	d record d record 162 or Re	and seal of	. Title.	2 10 S	1091	
ATLAND.			., 19 ck		$\left\{ \begin{array}{c} \text{VIII} \\ \text{is within instru-} \\ \text{r record on the} \\ \text{r} \end{array} \right\}$	19. 19. 19. 19. 19. 19. 19. 19. 11. 11.	and seal	Title.	ETTAN TO PULLY.	. 97601	
D. 401 CO., PORTLAND.	VEEN	ŊD	Block , 19		thin ins ord on	PM, and record PM, and record or gase 1152 or 956 Re	hand and seal		2 10 S	l, Or. 97601	
D. 401 CO., PORTLAND.	BETWEEN	AND	Block , 19		y thet fire within ins ceived for record on	Jive Son 19. 19. 19. 19. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	my hand and seal		CORTING CETTAN TO	St all:1, 0r. 97601	
ATLAND.	BETWEEN	AND	Block , 19	OREGON	y thet fire within ins ceived for record on	Jive Son 19. 19. 19. 19. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	my hand and seal		ACING FETTAN TO	St Fall:, 0r. 97601	
CO., PURTLAND.			SS	OF OREGON	y thet fire within ins ceived for record on	ay of $J = 0$, M , M , M , M , M and record o'clock PM , and record M 76 $cm prese 1162$ or ee number 954. Re Deeds of said County.	Vitness my hand and seal affixed.		KCA.K. A. C.A. KUE AEBAECORTING EFTUAN TO	St Fall:, 0r. 97601	the contract
CO., PURTLAND.			ress ed	OF OREGON	County of UN MIL I certify that the within ins of was received for record on	1 day of Jow which is 19.00 1,31 o'clock PM, and record book M 76 unprefe 1162 or ing fee number 3 of Deeds of said County.	my hand and seal		CORTING CETTAN TO	Main St ath Fallu, Or. 97601	let m Color
CO., PURTLAND.		Address AND	SS	OF OREGON	County of UN MIL I certify that the within ins of was received for record on	day of Jive way 19 31 o'clock PM, and record ook M 76 in page 1162 or g fee number 95.	Vitness m} hand and seal affixed.		KCA.K. A. C.A. KUE AEBAECORTING EFTUAN TO	540 Main St Klamath Fall ¹¹ , Or. 97601	Ret . Clice
CO., PURTLAND.			ress ed	OF OREGON	County of UN MIL I certify that the within ins of was received for record on	1 day of Jow which is 19.00 1,31 o'clock PM, and record book M 76 unprefe 1162 or ing fee number 3 of Deeds of said County.	Vitness m} hand and seal affixed.		By N. K. A. K. K. K. L. KUE AMERAECORTING FETTAN TO 3 6.00 to the Padera Savings & 1	540 Main St Klamath Fallu, Or. 97601	letter Course
FORM NO. 4/1 STEVENS-NESS LAW PUB. CO. P. ATLAND.			 Address Dated Lot 	OF OREGON	County of U.A. Mill I certify thet five within ins ment was received for record on	at 4:31 o'clock PM, and record at 4:31 o'clock PM, and record in book M 76 type e 1162 or filing fee number 95t. , Re ord of Deeds of sa d C unity.	Witness my hand and seal county affixed.	BELLE D. AND	By KCALL ALL ALLAND	540 Main St Klamath Fallu, Or. 97601) 55.
FORM NO. 4/1 STEVENS-NESS LAW PUB. CO. P. ATLAND.		Address	Address Address (****)	OF OREGON	County of U.A. Mill I certify that the within ins ment was received for record on	 23rd day of Jwwww 19, www. 23rd day of Jwwww, 19, www. 23rd at 4:31 o'clock PM, and record in book M 76 'unprese 1162 or filling fee number 954. 24 ord of Deeds of sa d C winty. 	witness my hand and seal county affixed.		By KARKEOREING ETTAN TO ANELAREOREING ETTAN TO PUELO 3 6.000 to a Padera Savinge & I	540 Main St Klamath Fall ¹¹ , Or. 97601	and
OF 01 102 101 WY 5534 5534 554 554 554 554 554 554 554 5	egow. Palant	Address	Address Address	OF OREGON	County of U.A. M.H. I certify that five within ins mert was received for record on	 2.3rd day of Jiv X, 19, X 2.3rd day of Jiv X, and record at 4;31 o'clock PM, and record in book M 76 'unprese 1162 or filling fee number 95⁴⁴. Record of or or	Witness my hand and seal of the county affixed.	of	By CALL CALL CALL	by Build of Contract of Contra	duly sworn, ormer is the
OF O	REGON, RIJan ary 2 Male	Ath Ath Messabore) Jated Dated Comanan	OF OREGON	County of U.A. Mill I certify that fine within ins of mert was received for record on	<pre>2 27cd day of Jwww, 19, w at4,31 o'clock PM, and record in book M 76 'mprefe 1152 or filling fee number 954. , Re ord of Deeds of sa d C winty.</pre>	Per county affixed.	of	By CALL (12, 47, 42, 42, 42, 42, 42, 42, 42, 42, 42, 42	540 Main St S40 Main St Rlamath Fallu, Or. 97601	and duly sworn, ormer is the atter is the
OF O	REGON. IAL and by arg. by arg.	ath Magabore Manual Manual Manua Manual Manual Manu))))))))))))))	Addition STATE OF OREGON	County of U.A. M.H. I certify that fire within ins Department was received for record on ment was received for record on	with the state of	pa out attixed.	of	By CALL (12 CALL (12 CALL) (12 CALL) (12 CALL) (12 CALL) (12 CALL) (13 CALL)	540 Main St S40 Main St S40 Hain St S40 Ha	and duly sworn, ormer is the atter is the corporation, reporte seal
OF O	REGON. IALan brack brack brack	ath Magabore Manual Manual Manua Manual Manual Manu) yrs, yrs, yrs, yrs, yrs, yrs, yrs, yrs,	Addition STATE OF OREGON	County of CLA MIL I certify that fire within ins Deter the fire within ins ment was received for record on	the second day of Jwwww 19. w at4:31 o'clock PM, and record in book M 76 'mprefe 1162 or filling fee number 954. , Re ord of Deeds of sad C unity.	Witness m) hand and seal equation to the country affixed.	of	AND	b, a t is the co t	and duly sworn, prmsr is the atter is the corporation, prporate seal sealed in be- and each of
	REGON. IALan brack brack brack	ath ath ath ath avidged t)))))))))))))))))))	Addition strate of OREGON	County of ULA NUI I certify thet file within is a lot set of the set of on ment was received for record on ment was received for record on	with the state of	Witness m) hand and seal equation to the country affixed.	of	AND	b, a t is the co t	and duly sworn, ormsr is the atter is the corporation, orporate seal sealed in be- and each of t and deed.
	REGON. PALant ary 2 Marga Baloge me Sologe me	ath ath ath ath avidged t) as.) as.	Addition STATE OF OREGON	County of County	23rd day of Jwww. 23rd day of Jwww. at4;31 o'clock PM, and record in book M 76 untrefe 1162 or in book M 76 untrefe 1162 or filling fee number ord of Deeds of sa d C unty.	Witness m) hand and seal to the to th	of	AND	b, a t is the co t	and duly sworn, prmsr is the atter is the corporation, prporate seal sealed in be- and each of

