

10265

RECEIVED OF Arthur J. Foster Jr Klamath Falls, Oregon

October 10 1974

hereinafter called purchaser, \$ 100.00 —, as earnest

money and in part payment for the following described real estate situated in the City of Klamath State of Oregon described as follows: Beginning 1050 FT. From the intersection of sections 9, 10, 15 and 16 T4S, R10E, of WM; Thence N. 40° long the N. line of S. 16, for 360 FT. to a point; Thence S. 65° 00' E. 10 a point; Thence E. 360 FT. to a point; Thence N. 65° 00' E. to the point of beginning. Comprising Blks. 4 and 14 of Whitelake City and all streets and alleys adjoining said Blks.

for the sum of Four Thousand & — — — \$ 4,000.00 — which we have this day sold to the purchaser on the following terms, to-wit: The earnest money hereinabove receipted for \$ 100.00 —

68 upon delivery of contract \$ 1400.00 —
Balance of Fourteen Hundred & — — — \$ 1,400.00 —
Payable as follows: FOUR HUNDRED by the 14th of October 74 balance of \$4,000 to be paid by 26th of October 74

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The purchaser in due course at seller's expense, preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.
It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after notice, with a written statement of defects, is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable and the purchaser neglects or refuses to comply with any of the conditions of this sale within 30 days and to make payments promptly as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.
The property is conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations of federal patents and state deeds, easements of record and
All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except
The following personal property is also included as part of the property sold for said price:

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reverse account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, whichever ever first occurs.

Possession of said premises is to be delivered to purchaser on or before Oct. 26, 1974. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's attorney's fees to be fixed by the appellate court.

Further conditions: Subject To Approval by D.E.O. OF Oregon

Rob Arthur J. Foster
P.O. Box 785
City

George Blaise Owners

I hereby agree to purchase the above property and to pay the price of FOUR
Thousand & — — — \$ 4,000.00 — Dollars as specified above.

Address 730 Riverside
6230 Stone, Oregon 97027
Phone 656-9673

Purchaser Arthur J. Foster Jr.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of FEBRUARY A.D., 1976 at 11:53 o'clock A M., and duly recorded in Vol. M 76 of MISCELLANEOUS on Page 2133.

FEE \$ 3.00

WM. D. MILNE, County Clerk -
By Hazel Gray Deputy