## CONTRACT-REAL ESTATE Val. 76 Page

, 1976 , between THIS CONTRACT, Made this 8th Jan. day of COMUNICEPT CORPORATION, an Oregon Corporation, 712 S.W. Salmon, Portland, Oregon 97205, hereinafter called the seller, and ... Fredric. Michael. & Jay Laurie Toomoth, Hus ... & Wife ..... , hereinatter 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 de-scribed lands and premises situated in Klamath County. State of Ore. to-wit: scribed lands and premises situated in Klamath County, State of

## Lots 21 & 22, Block 20, Oregon Pines

1:08:

Subject to underlying developement contract

the above described land is sold exclusive of any and all mineral, gas or oil rights, which rights are to remain vested 

seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 1,560.00) to the order of the seller in monthly payments of not less than Thirty & no/100------0

1 , 1976 .

payable on the 15 day of each month hereafter beginning with the month of Feb. and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; 07 all deferred balances of said purchase price shall bear interest at the rate of  $8\frac{1}{2}$  per cent per annum from HAR 1/8/76 until paid, interest to be paid incl. and \* being included in

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-376 rated between the parties hereto as of the date of this contract.

in a company or companies satisfactory to the seller, with loss payable first to the seller and then spective interests may appear and all policies of insurance to be delivered to the seller may do so and any payment so mail-fers, crasts, water rents, taxes, or charger or to procure and pay los such insurance, the seller may do so and any payment so mail-fers, crasts, water rents, taxes, or charger or to procure and pay los such insurance, the seller may do so and any payment so mail-ter to the view of contract. The seller arters that at his expense and within upport payment you are the rate aloresaid, without waiver, however, of any ind except the usual printed exceptions and the support of the restrictions and easement, how it excepted and sufficient de-urchase price is fully paid and upon requend and other restrictions and easement, now of record, if any. Seller also and except the usual printed exceptions and the dupon suprender of this agreement, he will deliver a food and sufficient de-urchase price is fully paid and upon requend assigns, tree and clear of encumbrances as of the date bayer and sufficient down down or subsequents and restrictions and the said date placed, permitted exceptions by the buyer and lutther excepting all liens and encumbrances created by the buyer or water rents and public charges so assumed by the buyer and lutther excepting all (Continued on reverse)

out, whichever phrase and whichever warranty (A) or (B) is se Truth-in-Lending Act and Regulation Z, the seller MUST cor No. 1308 or similar unless the contract will become a first applicable. If warranty (A) is with the Act and Regulation b to finance the purchase of a MPORTANT NOTICE: Delete,

Comunicept Corp.	
SELLER'S NAME AND ADDRESS	
Fredric M. & Jay L. Toomoth	
18850 S.W. Farmington Rd	
Portland, Ore, 97006 2 28-7252	
S.S. 567-2011 TTO AME AND ADDRESS	SPACE RESERVE
Communicept Corp.	RECORDER'S U
712 S.W. Salmon	
Portland, 97205	
NAME, ADDRESS, ZIP	

Tromoto Inchie M. Darmington. 188 50 S.W.

....., ........., 19......., ... day of... o'clock .M., and recorded at. 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

County of

STATE OF OREGON,

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Deputy Bv

I certify that the within instrument was received for record on the

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FORM No. 7

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payments above required, or any of them, functionly when exi- the selfer at his option shall have the following rights: [1] to dee said purchase purce with the interest thereon at once due and no all rights and interest created or then existing in law or the bu possession of the premises above described and all other rights ac- of re-entry, or any other act of and selfer to be performed and v on account of the purchase of said selfer to be performed. In the plenises up to the time of such detault. And the said selfer, in entry upon the land aluresaid, withmut any process of law, and t	t time is of the essence of this contract, and in case the buyer shall fail to mal- lays of the time limited therefor, or fail to keep any agreement herein contained harble and/or (3) to forcelose this contract by suit in equity, and in any of such yer as against the selic hereinder shall utterly case and determine and the tight unred by the buyer hereunder shall utterly case and determine and the tight unred by the buyer hereunder shall trevel case and determine and the tight and perfectly as if this contract and such payments had never been made; and i re to be retained by and belong to said selic as the agreed and reasonable rent of ease of such default, shall have the right immediately, or at any time thereof, take immediate possession thereof, together with all the improvements and appute ake immediate possession thereof, together with all the improvements and appute	ite of cares, for the second s
The buyer lutther agrees that lailure by the selfer at any his right hereunder to enforce the same, nor shall any waiver b cending breach of any such provision, or as a waiver of the pro-	time to require performance by the buyer of any provision hereof shall in no way y said selfer of any breach of any provision hereof be held to be a waiver of an vision itself. h are more than 5 days late shall be penalized by a \$5,00 late fee charge. For purp	and the second
this clause, any payment postmarked on or before the 5th day at	h are more than 5 days late shall be penalized by a \$5.00 late fee charge. For purp er the due date shall be considered current.	
court may adjudge reasonable as attorney's fees to be allowe	stated in terms of doltars, is \$ 1,	n such
appeal. In construing this contract, it is understood that the sell lar propoun shall be taken to mean and include the plural, the	er or the buyer may be more than one person; that if the context so requires, the maculine, the feminine and the neuter, and that generally all grammatical chang pply equally to corporations and to individuals.	singu- s shall
IN WITNESS WHEREOF, said parties dersigned is a corporation, it has caused its con- built officer duly sufferiged thereunto by or	s have executed this instrument in duplicate; if either of the porate name to be signed and its corporate seal affixed h der of its board of directors.	ereto
× Jan Laure Trons	at Commicopt Corp	end,
NOTE—The sentence between the symbols (), if not applicable, should STATE OF OREGON,		.) 55.
County of	Personally appeared	and
Personally appeared the above named	who, being du each for himself and not one for the other, did say that the form	ner is the
Fredric sichael Toomoth	Proc. president and that the la secretary of	
Jay Laurie Toomoth and acknowledged the foregoing instru- ment to be. Their voluntary act and deed. Bétore (OFFICIAL	Comunicept a com- and that the seal affixed to the foregoing instrument is the corr of said corporation and that said instrument was signed and sea half of said corporation by authority of its board of directors; and them acknowledged said instrument to be its voluntary act and Bedge me:	led in be-
SEAL) Notary Public for Oregon	Notary Public for Oregon My commission expires: 9/24/77	
Section 4 of Chapiter 618, Oregon Laws 1975, provides : "(1) All instruments contracting to convey fee title to ar cuted and the parties are bound, shall be acknowledged, in the Such instruments, or a memorandum thereof, shall be recorded	ny real property, at a time more than 12 months from the date that the instru manner provided for acknowledgment of deeds, by the owner of the title bein by the conveyor not later than 15 days after the instrument is executed and the	nent is exe- ic conveyed. • parties are
bound thereby. "(2) Violation of subsection (1) of this section is a Class		
1)	DESCRIPTION CONTINUED)	
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		and for record an analysis of a	10.59
		t his <u>9th</u> day of <u>MARCH</u>	10;59 
		duly recorded in Vol. <u>176</u>	, of
		FER\$ 6.00	By Ara Charles

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