

THIS CONTRACT, Made this 10th day of March, 1976, between
Ruth A. Benson

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:

Lots 2 and 3, Block 20, Klamath Lake Addition to Klamath Falls, Oregon, according to the plat thereof on file in the office of the County Clerk of Klamath County Oregon; and, a 1971 Fleetwood Mobile Home serial number S12325, license number C131039-0, title number 7113418002, situated on the said lots,

for the sum of Ten Thousand Dollars (\$ 10,000.00)
(hereinafter called the purchase price) on account of which Two Thousand
Dollars (\$ 2,000.00) 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: \$150.00 per month, payable on the first day of each and every month
payments to begin on May 1, 1976

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of eight (8) per cent per annum from April 1, 1976 until paid, interest to be paid monthly and * ~~the~~ the minimum reg- being included in this ~~the~~ the paid by the

ular payments above required. Taxes on said premises for the current tax year shall be \$*****
 buyer, the buyer warrants to and covenants with the seller that the real property described in this contract is

(B) for any purpose other than the production of acid levels on April 1, 1976, and may retain such possession so long as he is not

The buyer shall be entitled to possession of said lands on April 1, 1976, and may retain such possession so long as he is in possession of the same. 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 mechanic's liens and all other liens and claims of third parties, and will reimburse the seller for all costs and attorney's fees incurred by him in defending against any such liens; and save the seller harmless therefrom and reimburse the seller for all costs and attorney's fees incurred by him in defending against any such liens; and he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens, 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 the full replacement value of the buildings, with loss payable first to the seller and then to the buyer.

may be imposed upon said premises, or any premises hereafter erected on said premises against loss or damage by fire (with extended coverage), and the seller shall keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage),

than \$ 8,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer or their respective interests may appear and all policies of insurance to be delivered as soon as insured to the escrow agent hereinafter named. Now may so and if the buyer shall fail to pay any such liens, costs, and charges, or to procure and pay for such insurance, the Buyer may, at the rate aforesaid, without any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without any payment so made shall be added to and become a part of the debt secured by this contract.

in full, release for buyer's breach of contract. dated 26 1972 at San Francisco in the seller's / seller's title

The seller has exhibited unto the buyer a title insurance policy has been examined by the buyer and is accepted and approved by him. The seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying and covenants and agrees of incumbrances as of the date hereof, excepting

Contemporaneously herewith, the seller has executed a good and valid deed conveying unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, all and singular the above described real estate in fee simple unto the buyer, his heirs and assigns, and excepting current taxes, easements and encumbrances, building and other restrictions now of record, if any, and _____.

rights of way apparent on the land at 910 South Canyon, Redmond Oregon 97756 and

and the title insurance policy mentioned above, ~~XXXXXX~~ her at 910 South Canyon, Redondo Beach, California 90278, to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, as evidence of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of the purchase price, hereunto, to the seller, ~~XXXXXX~~, on or before the date specified in the promissory note attached hereto.

~~upon the payment of the purchase price and full compliance by the Buyer with all the terms and conditions hereof, the Seller shall deliver to the Buyer the said purchase price and the respective installments thereof, promptly at the times provided therefor, to the extent of the proceeds realized from the sale of the goods sold by the Seller.~~

[illegible][illegible]

(4) to foreclose this contract by suit in equity, and the right to the possession of the premises hereunder against the seller hereunder shall utterly cease and determine said seller without any act of re-entry, or any other act of said seller to be performed by the buyer hereunder shall revert to and revert in compensation for moneys paid on account of the purchase of the property hereunder, and in case of such default all payments theretofore made on account of the purchase of the property hereunder shall be deemed to have been made in full and no further payments shall be required of the buyer hereunder.

[illegible]

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 the same, or a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000 00/100 (Ten thousand and no/100s) cents.

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the 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 court, the buyer agrees to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

[illegible]

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 duplicate, and the undersigned, as the duly authorized representative of said corporation, it has caused its corporate name to be signed and its corporate seal affixed hereunto.

by its officers duly authorized thereunto by order of its board of directors.

Ruth A. Benson Vernon N. Noyes

NOTE: The sentence between the symbols (1) and (2) is not applicable, should be deleted, and Oregon not applicable.

*Delete, by lining out, whichever phrase or phrases apply.

(A) is applicable, Stevens-Ness Form No. 1308 may be used for disclosures under the Uniform Securities Act and Regulation Z unless the contract will become a first lien to finance the purchase of a dwelling in which event Stevens-Ness Form No. 1307 may be used.

Revised Statutes, Section 93.03D. (Notarial acknowledgment on reverse).

Until a change is requested, all tax statements shall be sent to the following name and address Mr. and Mrs. Vernon Harvey, 610 Nosler, Klamath Falls, Oregon 97601

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(SEAL)

STATE OF OREGON,
County of Klamath
March 1, 1976
Personally appeared the above named Ruth A. Benson (seller) and Vernon B. Harvey and Connie M. Harvey (buyers) and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
My commission expires 2-22-80

Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of _____ ss.
Personally appeared _____, 19____, and _____ who, being duly sworn, each for himself and not one for the other, did say that the latter is the president and that the latter is the secretary of _____ a corporation, 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.

CONTRACT

(FORM No. 854)
STEVENS-LAW PUB. CO., PORTLAND, ORE.

BETWEEN
Ruth A. Benson
910 South Canyon
Address Redmond, Oregon 97756
AND
Vernon and Connie Harvey
610 Nosler
Address Klamath Falls, Ore. 97601
Dated March 10, 1976
Lot's 2 and 3 Block 20
Addition Klamath Lake

STATE OF OREGON,
County of Klamath
ss.

I certify that the within instrument was received for record on the 10 day of March, 1976, at 4:03 o'clock P. M., and recorded in book 3415 on page 3415. Record of Deeds of said County. Witness my hand and seal of County affixed.

NOTARY STATE Title.
By _____ Deputy.
AFTER RECORDING RETURN TO

Ruth A. Benson
910 South Canyon
Redmond, Oregon 97756

3416

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS:

DATE	INSURANCE	INTEREST	INTEREST	PAID TO	PRINCIPAL	DATE	INSURANCE	INTEREST	INTEREST	PAID TO	PRINCIPAL	PRINCIPAL	BALANCE
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