

12904

THIS CONTRACT, Made the 22 day of April 1976, between  
LOUISE ANNA MOUNT, hereinafter called Seller

of the County of Klamath and State of Oregon, hereinafter called  
the first party, and ROY DUNIVIN and JEAN DUNIVIN, Husband and Wife, hereinafter called  
Purchaser of the County  
of Klamath and State of Oregon hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made  
as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-  
ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 in Block 6 North Chemult, Klamath County,  
Oregon. Addition 707

(THIS DEED IS GIVEN TO CORRECT  
DESCRIPTION IN THE DEED RECORDED at Book M-71, page 6659.  
Buyer is aware the water is not guaranteed by the Seller.

for the sum of Five Thousand and No/100----- Dollars (\$ 5,000.00 )  
on account of which Five Hundred and No/100----- Dollars (\$ 500.00 )  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
mainder to be paid to the order of the first party with interest at the rate of 9 1/2% per cent per annum from  
MAY 25, 1976, on the dates and in amounts as follows:

By the Purchaser (Second Party) agreeing to pay to seller (First Party) in equal  
monthly installments of not less than \$67.10 including principal and interest at  
9 1/2% per annum. Purchaser agrees to pay said payment to First Party at  
P.O. Box 66, Chemult, Oregon, or wherever First Party requests on the 25th day of  
each month until paid in full. Purchaser agrees to sign a quitclaim deed, to be  
held by an escrow company (Bend Title Co.) and all rights, interest of Purchaser  
will be transferred to Seller should purchaser be in default 30 days upon receiving  
written notice from Seller.

The buyer (also called second party) 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 investment or other business 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  
of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon  
said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on  
said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in 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 fast  
as the interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed  
thereon shall remain, and shall not be removed before final payment be made for said above described premises.

(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.

Louise Anna Mount  
P.O. Box 66  
Chemult, Oregon

SELLER'S NAME AND ADDRESS

Roy Dunivin, et ux  
Chemult, Oregon

BUYER'S NAME AND ADDRESS

After recording, return to:

Same

NAME, ADDRESS, ZIP

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

Louise Anna Mount  
P.O. Box 66  
Chemult, Oregon 97731

NAME, ADDRESS, ZIP

STATE OF OREGON,

SS.

County of

I certify that the within instru-  
ment 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.

By *Hazel W. W.* Recording Officer  
Deputy

**Seller will NOT furnish Title Insurance**

The first party agrees that at his expense and within \_\_\_\_\_ days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reveal in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation 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 this transfer, stated in terms of dollars, is \$ 5,000.00

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 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver 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 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.

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

FIRST PARTY (Seller):

*Louise A. Mount*

SECOND PARTY (Buyers):

*Ray K. Duvvuri*  
*Glenn Duvvuri*

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

STATE OF OREGON,

County of *Klamath*, ss.  
*April 22*, 1976.

STATE OF OREGON, County of \_\_\_\_\_, ss.

Personally appeared \_\_\_\_\_,

and \_\_\_\_\_, 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 \_\_\_\_\_, a corporation,

Personally appeared, the above named \_\_\_\_\_, and acknowledged the foregoing instrument to be \_\_\_\_\_ 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.

(OFFICIAL SEAL)

Before me: *Philip E. Galloway*

Before me:

(SEAL)

Notary Public for Oregon

Notary Public for Oregon

My commission expires *7-15-77*

My commission expires:

(DESCRIPTION CONTINUED)

STATE OF OREGON, COUNTY OF Klamath:

for record XXXXXXXXXXXX

this 23rd day of April

A.D. 1976

filed recorded in Vol. *M 76* of DEEDS

5990

FEE \$ 6.00

Wm D. MILNE, County Clerk

By *Hazel Drage*

No Record 5992