And a second	ATE-Monthly Poyments.		1. 35207 n 5 38 n 10 A 3 3	πi (<u>a</u> trina)	the second se
TK A	12911				
THIS CONTRACT	Made this 22ndday o IER and DONNA J. LAND	f Apr AUER, husban	il , 19 76 , between d and wife, hereinatter called the seller,		
· • · · · · · · · · · · · · · · · · · ·	Toban T	OUNCTONE, hu	shand and wife,	حمله تسميكي و ريد ق	
		turi sousponte and	adreements herein contained, the		
- llas adrees to sell unto	the buyer and the buyer agrees ses situated inKlamath		the seller all of the following de- of Oregon , to-wit:		
Lot 7, Block 20	of THIRD ADDITION TO) RIVER PINE	ESTATES, Klamath	.	
County, Oregon.	`			ي دون دون توسيد د و دو	ملحقة فالمقر المقر المقر المستلف المستند الم
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Tool En				and the b	- Martin Carlos - Martin Carlos - Martin - San
non. Nai					And a state of the
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for the sum of SEVI	EN. THOUSAND and no/10	hich TWO THOUS	AND FIVE HUNDRED and no/ which is hereby acknowledged by the	100 ⁸	
Dollars (\$.2.,500.0	() is paid on the execution here		with \$ 4 500.00) to the order	managana -	
seller); the buyer agree of the seller in monthi	y payments of not less than	TIFTY and no/	/100		TI TI
Dollars (\$.5000) eacn,			2×	
payable on the lst	day of each month herearter b		hase price may be paid at any time;	5	
all deferred balances	of said purchase price shall bear	to be poid M	onthly and * included in		
	a novments shove required. I axe	s on salu premiece	for the current tax year shall be pro-		
rated between the par	ties hereto as of the date of this	at accurate described in th	his contract is		
*(A) primarily for bu	yet's personal, tamily, household or agricultu	April 25	NAMEX X REAL PARTY AND A CONTRACT OF A CONT	1 · 1	
The buyer shall be en he is not in default under th erected, in good condition an end et other tiens and save	the seller harmless therefrom and reimburse	her al all times he will k waste or strip thereof; the seller for all costs and att ty, as well as all water r	1976, and may retain such possession so long as eep the buildings and premises, now or herealter at he will keep said premises tree from mechanic's orney's less incurred by him in detending against any orney's less incurred by him in detending against any orney's less duct, that at buyer's expense, he will become past duct, that at buyer's expense, he will		
not less thateasonab their respective interests may	le / in a company or companies satisfa appear and all policies of insurance to be de (ares, or charges or to procure and pay for	ctory to the seller, with lo livered to the seller as soc such insurance, the seller interset at the rate alore	sage by nife (whit exceeded and then to the buyer ar- ss payable first to the seller and then to the buyer a- may do so and any payment so made shall be adde- may do so and any payment so made shall be adde- said, without waiver, however, of any right arising to the will trendsh undo buyer a title insurance policy in		
to and become a part of the the seller for buyer's breach of	debt secured by this contract and sharr out of contract.	days from the date hereof,	he will furnish unto buyer a title insurance policy in		
suring (in an amount equal) save and except the usual p said purchase price is fully	o said purchase price) marketable title in an rinted exceptions and the building and other paid and upon request and upon surrender building his being and gasigns, tree and cler	restrictions and easement of this agreement, he will ar of encumbrances as of t	where on or subsequent to the date of this agreement is now of record, it any. Selfer also agrees that whe is now of record, it any. Selfer also agrees that whe is deliver a good and sulficient deed conveying has the date hereot and free and clear of all encumbrance id eavements and restrictions and the lases, municipin neumbrances created by the buyer or his assigns.	d al	
premises in fee simple units since said date placed, perm liens, water rents and public	itted or arising by, through or under seller, charges so assumed by the buyer and further (Contin	excepting all liens and en ued on reverse)	cumbrances created by the buyer or his assigns.	1	
	by lining out, whichever phrase and whichever ined in the Truth-in-Lending Act and Regulation less Form No. 1308 or similar unless the contract	warranty (A) ar (B) is not as Z, the celier MUST comply w it will become a first lien t	pplicable. If warranty (A) is applicable and if the seller i tilh the Act and Regulation by making required disclosurer o finance the purchase of a dwelling in which event us		
#IMPORTANT NOTICE: Delete, a creditor, as such word is def for this ourpose, use Stevens-N			STATE OF OREGON,		
31644119-1-002 1-011			County of	ss.	
Gerald J. & I General Deliv	OTICE			etres-	م معلم المحمد المحم المحمد المحمد
Gerald J. & D General Deliv Lebanon, OR	97355 5 NAME AND ADDRESS		Certify that the within ins	the	
Gerald J. & E General Deliv Lebanon, OR	97355 5 NAME AND ADDRESS 5 Ann Johns tone		certify that the within ins ment was received for record on day of	the	
Gerald J. & L General Deliv Lebanon, OR David E. & Jo Rt. 2, Box 2 ^t	97355 5 NAME AND ADDRESS 5 Ann. Johnstone	SPACE RESERVED	certify that the within ins ment was received for record on day of	the orded or as	
Gerald J. & I General Deliv Lebanon, OR SELLER David E. & Jo Rt. 2, Box 2 Lebanon, OR BUYER Aller of The hysticic	97355 6 NAME AND ADDRESS DAnn Johnstone 5K 97355 8 NAME AND ADDRESS a Title Ins. Co.	SPACE RESERVED FOR RECORDER'S USE	at clock on page for the set of t	the orded or as	
Gerald J. & I General Deliv Lebanon, OR SELLER David E. & Jo Rt. 2, Box 2 Lebanon, OR BUYER Allow FTTT INSAMERIC P. O. BOX 3	97355 6 NAME AND ADDRESS DAnn Johnstone 5K 97355 8 NAME AND ADDRESS a Title Ins. Co.	FOR	at clock on page file/reel number Record of Deeds of said county. Witness my hand and set	the orded or as	
Gerald J. & E General Delix Lebanon, OR SELLER David E. & Jo Rt. 2, Box 25 Lebanon, OR BUYER Allor of Trensameric P. 0. Box 3 Lebanon, Or	97355 5 NAME AND ADDRESS 5 NAME AND ADDRESS 5 NAME AND ADDRESS 3 NAME AND ADDRESS 3 Title Ins. Co. 43 egon 97355 MME, ADDRESS, ZIP	FOR RECORDER'S USE	Certify that the within ins ment was received for record on day of	the orded or as al of	
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Gerald J. & I General Deliv Lebanon, OR David E. & Jo Rt. 2, Box 2! Lebanon, OR BUVENT Aller refrensameric P. 0. Box 3 Lebanon, Or Until • Device 2, Bo Lebanon, Or	97355 5 NAME AND ADDRESS 5 NAME AND ADDRESS 5 Y 355 5 NAME AND ADDRESS 3 NAME AND ADDRESS 3 NAME AND ADDRESS 43 egon 97355 WE. ADDRESS, ZIP Astro-twine be sent to the following oddress 3 25K	FOR RECORDER'S USE	County affixed.	the prded or as al of fflicer	

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.....who, being duly sworn,

a corporation,

(OFFICIAL SEAL)

secretary of

and that the seal atlixed to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: (OFFICIAL

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the selfer at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of the selfer at his option shall have the following rights: (1) to declare this contract to void, (2) to declare the whole unpaid principal balance of aid 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 care, all rights and interest created or then existing in favor of the buyer as against the selfer hereunder shall utterly cease and terrume and the right to the possession of the period to the provide all other rights acquired by the buyer hereunder shall liver? it on a devent in weak selfer to be performed and without any right of the buyer of return, reclamation or compensation for morely paid on account of the purchase of the interest based decision absolute?), utily and perfectly as if this contract and such payments had rever there made; and in case of auch delault all payments therefore made on this contract are to be retained by and belong to said seller as the agtered and reasonable rent of said of account of the purchase. The said seller, in case of such delault, shall have the right immediately, or at any time thereinter, to rente upon the land elorestind, without any process of such delault approximation therein the said seller.

thereon of thereto becompany. The buyer luther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in 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 waiv ceeding breach of any such provision, or as a waiver of the provision itself.

The following personal property is also included as a part of the property purchased for said purchase price: Seven interior doors, moulding.

This contract has been prepared by Glen D. Baisinger, attorney for the purchaser herein, Seller is advised to seek independent counsel concerning

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contest so requires, the singu-moun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall de, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. lar pronoun be made, as

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; it either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto

STATE OF OREGON, County of

Personally appeared ...

Notary Public for Oregon

My commission expires:

..., 19

by its officers duly authorized thereunto by order of its board of directors. ante tanda andaues

deleted. See ORS \$3.030). NOTE-The

STATE OF OREGON, County of Linn April 22 19 76

Personally appeared the above namedGerald J. each for himself and not one for the other, did say that the former is the Landauer, Donna J. Landauer, David E., Johnstone and JoAnn Johnstone and acknowledged the foregoing instruvoluntary act and deed.

ODDE LODE and acknowledged the foregoing instr ment to be the second sec 3/1/78

Section 4 of Chapter 618, Oregon Laws 1975, provides: "(1) All instruments contracting to convey fee title to any real property. and the parties are bound, shall be acknowledged, in the manner provided instruments, or a memorandum thereof, shall be recorded by the conveyor r 4 thereby. "(2) Violation of subsection (1) of this section is a Class B misdemeanor." real property, at a time more than 12 months from the date that the instrument is exe nanner provided for acknowledgment of deeds, by the owner of the title being conveyed the conveyor not later than 15 days after the instrument is executed and the parties ar

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; 55 TRANSAMERICA TITLE INS. CO Filed for record at request of . this ______ day of ______ April ____ A. D. 1976 /at _____ o'clock P M. and duly recorded in Vol. M 76 , of DEEDS ____ on Page 6001 Wm D. MILNE, County Clerk

FEE \$ 6.00



Har at 195 mg