L'AND STATES ALC: NOT STREET REALTS PROPERTY. INO CO., PORTLAND, OH, 9720 CONTRACT-REAL ESTATE Vol. 16 Page 9388 ORM No. 706. CONTRACT-REAL ESTATE-Monthly Poymente: (S)) 9367 15368 En States THIS CONTRACT, Made this day of June , 19.76, ben BRADLEY C. MCDONALD and CINTHIA A. MCDONALD, husband and wife, 19.76 , between declares that that City Conterand JAMES E. OSTEEN and VIOLA F. OSTEEN, husband and wife, normally therein des timant, recorded on hereinafter called the buyer, County, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the f indu ale ippowement upon the South one-half of Lot 10, Block 5, Ewana Heights sont to Lot addition to Klamath Falls, Oregon, aka 318 N. Second Street. B-0 Block 25 SUBJECT TO: Reservations, restrictions, rights of way of record and those apparent on the land. Klomath Pully, 12 for the sum of Fourteen thousand and no/100----- Dollars (\$14,000.00) Scharged. r includen the phiral. undersigned is a corporation. unito by its officers duly miall deferred balances of said purchase price shall bear interest at the rate of 7-1/2per cent per annum from June 16, 1976 ______until paid, interest to be paid ______monthly _____and * {being included in the minimum monthly payments above required. Taxes on said premises for the current fax year shall be pro-TION SERVICE rated between the parties hereto as of the date of this contract. The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, lamity, household or agricultural purposes, (B) for an organization or (even it buyer is a natural person) is to business or commercial purposes other than agricultural purposes. (B) for an organization or (even it buyer is a natural person) is to business or commercial purposes other than agricultural purposes, (B) for an organization or (even it buyer is a natural person) is to business or commercial purposes, one or hereafter the is not in default under the terms of addition and reinburge setting thereof, that the will keep and premise during an own or hereafter and of the setting of the terms of addition and reinburge setting thereof in the contract. The house shares that a still times here will keep and premise during and an any or the setter terms of addition and reinburge setting thereof the addition and reinburge setting thereof the addition and reinburge setting the or all ocsts and attorney's test incurred by him on default and buyer's expense, he will and there have the setter harmes, all promity before the setter with loss or damage by fire (with extended coverage) in an amount insure and keep insured all buildings now or hereatter serviced on said premises defaunt loss or damage by fire (with estended coverage) in an amount insure and keep insured all buildings now or hereatter erected on said premises defaunt loss or damage by fire to the seller and that to the buyer as the here than s/ the insure and all policies procure and pay for such insurance, the defivered to the seller and then to the buyer as the here the for buyer's breach of contract. The define argument was and approximated and state adverse and any appear and all policies procure and pay for such insurance. The rate aloreside, without waiver, however, of any right arising to the seller for buyer's breach of contract. rated between the parties hereto as of the date of this contract. e esco court) ... whip, being chily more than the first the the nexhbert and that the latter is the ectestine sit. , a connection, a increase is the connection must an sidered and maked in be its beaut of directors, and each of a be the voluntary art and deal *IMPORTANT NOTICE: Delete by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable of creditor, as such word is defined in the Truth-in-Lending Act and Regulation 2, the seller MUST camply with the Act and Regulation by making p for this purpose, use Stevent-Near Form No. 1308 or similar unless the contrast will become a first lien to finance the purchase of a dwelling to Stevent-Near Form No. 1307 or similar. (Continued on reverse) COPFICIAL SEALS STATE OF OREGON, Bradley C. & Cynthia A. McDonald 19081 Walling Circle P ORBOON. 8ē. 19081 Walling Circle West Lynn, Oregon 97068 Seller's NAME AND ADDRESS County of of KLAMATH I certify that the within instruwhile that the within instrument was received fat record on the James E. & Viola F. Osteen need for reputil on the . 19..... day of 318 North Second Klamath Falls, ORegon 97601 BUVER'S NAME AND ADDRESS , 19 74. o'clock M., and recorded or JUNE Nock AM, and recorded in a gar page 9387 Records on page or as SPACE RESERVED in book K AY file/reel number FOR After recording return to: int wald County RECORDER'S USE Record of Deeds of said county. Beebe, Kosta & Brant aumher Witness my hand and seal of my hand and seat of 325 Main Street Klamath Falls, Oregon 97601 County affixed. 1. 1. 1. 1. NAME, ADDRESS, ZIP Until a change is requested all tax statements shall be sent to the following add **Recording** Officer James E. & Viola F. Osteen . Tille Deputy By 318 North Second Lettern a Doputy Klamath Falls, Oregon 97601



9389

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 lait to keep any agreement herein contained, then the parties above required, or any of them, punctually within ten days of the time limited therefor, or lait to keep any agreement herein contained, then the parties there in a concern and prove the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited inderview. This to keep any agreement herein contained, then the parties there in a conce due and payshele and for (1) to forelase the contract by suit in equiry, and in any of user cases, and prevents there in a conce due and payshele and for (1) to forelase the contract by suit in equiry, and in any of user cases, and prevents of the table contract of a suit in equiry, and in any of user cases, and of the contract by suit in equiry, and in any of user cases, and of the table contract by suit in equiry, and in any of user cases, and of the contract of and trevest in addition and the right to the of reconstruct of and the tote to be performed and without any right in the buyer of relian, reclamation or compensation for moneys paid of such default all paynents thereing and the such the and the mater and in ease of such default and the table of the time of such default. And the such there is no such the table immediate possesion thereof, together with all the improvements and proves been mader. In ease the reliand the table table the time of the time of any process of law, and take immediate possesion thereof, together with all the improvements and apportenances.

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The buyer luther agrees that lailare by the seller at any time to require performance by the buyer of any provision hereol shall in no way affect his right hereinder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereol shall in no way affect ceeding breach of any such provision, or as a waiver of the provision iself.

The true and actual consideration paid for this transfer, stated in terms of dollars, i.e. 14,000.00. Ollowever, the actual consideration consists of or includes other property or value given or promised which is <u>wither the whole</u> consideration (indicate which). O in case suit or action is instituted to locelose this contract or no enforce any of the provisions hereot, the buyer agrees to pay such sum as the of the train could suit or action and its taken from any judgment or decree appeal. In constrained the court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiffs attorney's less on such sum as the appellate court shall adjudge reasonable as plaintiffs attorney's less on such sum as the appellate court shall adjudge reasonable as plaintiffs attorney's less on such

appeal. In constraints buyer interpromises to phy such sum as the appealate court shall adjudge reasonable as plaintil's atformey's lees on such In constraint this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plurat, the masculine, the leminine and the neuler, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol 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

by its officers duly authorized thereunto by order of its board of directors. $\chi(9)_{-2}M_{0}$ (M, D, $\chi(1)_{-2}$, $\chi(2)_{-2}$, $\chi(2)$ a dla Jamo E Miala yrthin! (NOTE-The sentence between the symbols (), If deleted, See OR5 93.03() STATE OF OREGON, STATE OF OREGON, County of 55. Klamath County of June 16 , 19 76 Personally appeared andwho, being duly sworn. each for himself and not one for the other, did say that the former is the Personally appeared the above named JAMES E. OSTEEN and VIOLA F. president and that the latter is the OSTEEN, husband and wife, secretary of nient to be UNEIT voluntary act and deed. , a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half 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 SEAL), Notary Public for Oregon Before me: Sama (OFFICIAL SEAL) Notary Public for Oregon 4-9-77 My commission expires: Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments contracting to cover yet fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the naster are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title being conveyed, bound thereof, shall be recorded by the conveyor tool later than 15 days after the instrument is executed and the parties are "(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

STATE OF OREGON

11.0

County of Clachama

Before me this $\frac{21}{M}$ day of $\underbrace{)}_{MZL}$, 1976, personally appeared the above-named BRADLEY C. McDONALD AND CYNTHIA A. McDONALD, husband and wife, and acknowledged theforegoing instrument to be their voluntary act and deed.

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(SEAL)

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Notary Public for Oregon My Commission Expires March 23, 1980

TATE OF OREGON; COUNTY OF KLAMATH; 55.

ined for record at request of _____BEEBE, KOSTA & BRANT ATTYS

____A. D. 19_76 A _____ o'clock AMAand f this 23rd day of JUNE

duly recorded in Vol. __M_76_, of __DEEDS_____ on Page 938

FEE \$ 6.00

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Carlo Markatha an

En contra

SS.

on Poge 9388 Wm D. MILNE, County Clerk 1. Dra

1. A. A.

10-14-55

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