

15504

Vol. 116 Page 9744

This Agreement, made and entered into this 12th day of April, 1972 by and between
 Lloyd M. Miller and Roverta M. Miller, husband and wife,
 hereinafter called the vendor, and Robert A. Stewart and Marilyn J. Stewart, husband and wife,
 as to an undivided one-half interest, and Ed Greenwood as to an undivided one-half
 interest,
 hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the
 following described property situate in Klamath County, State of Oregon, to-wit:

The West 790 feet of Tract 70 of FAIR ACRES SUBDIVISION NO. 1

Subject to: Regulations, including levies, assessments, water
 and irrigation rights and easements for ditches and canals, of
 Enterprise Irrigation District; Regulations, including levies,
 liens, assessments, rights of way and easements of the South
 Suburban Sanitary District; Reservations and restrictions as
 set forth in deed recorded May 12, 1934, in Deed Volume 103 at
 page 35, and deed recorded August 12, 1938, in Deed Volume 117
 at page 167;

at and for a price of \$ 11,150.00 , payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 3,250.00 at the time of the execution
7,900.00 with interest at the rate of 7 %
 per annum from April 12, 1972, payable in installments of not less than \$95.00 per
month inclusive of interest, the first installment to be paid on the 12th day of May
1972, and a further installment on the 12th day of every month thereafter until the full balance and interest
 are paid. All or any portion may be prepaid without penalty.

It is understood between the parties that vendees may level the property before the
 contract is paid in full, but will not erect any structures or place any house
 trailers on the premises until the contract is paid in full.

| | | | |
|---|-----------------------|-------------|-------|
| \$ 7,900.00 | Klamath Falls, Oregon | April 12 | 19 72 |
| Each of the undersigned promises to pay to the order of LLOYD M. MILLER and ROVERTA M. MILLER at P.O. Box #471, Port Orford, Oregon. #97465. | | | |
| SEVEN THOUSAND NINE HUNDRED AND NO/100- - - - - DOLLARS, | | | |
| with interest thereon at the rate of <u>seven</u> percent per annum from <u>this date</u> until paid, payable | | | |
| in <u>monthly</u> installments of not less than \$ <u>95.00</u> in any one payment; interest shall be paid | | | |
| <u>monthly</u> and <u>the minimum payments above required</u> ; the first payment to be made | | | |
| on the <u>12th</u> day of <u>May</u> , 19 <u>72</u> , and a like payment on the <u>12th</u> day of | | | |
| <u>each month</u> thereafter, until the whole sum, principal and interest has been paid; if any of said install- | | | |
| ments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the | | | |
| option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the under- | | | |
| signed promises and agrees to pay the reasonable attorney's fees to be fixed by the trial court and (2) if any ap- | | | |
| peal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the | | | |
| holder's reasonable attorney's fees in the appellate court. | | | |
| Due | <u>April 12,</u> | <u>1972</u> | |
| At <u>Klamath Falls, Oregon.</u> | | | |
| * Strike words not applicable. No. _____ | | | |

FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SC

STEVENS-NESS LAW PUB. CO. PORTLAND