

A-27038

FORM No. 147, CONTRACT—REAL ESTATE—Partial Payments.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

1-1-74

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CONTRACT—REAL ESTATE

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THIS CONTRACT Made the 20TH day of JUNE, 1976, between JAMES A. RAYBOULD

of the County of DESCHUTES and State of OREGON, hereinafter called the first party, and ROBIN REDFIELD of the County of DESCHUTES 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 following described real estate, situate in the County of KLAMATH, State of OREGON, to-wit:

LOTS # 1 & 2 SPLIT RAIL RANCHOS, KLAMATH COUNTY, OREGON

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP TWENTY-THREE SOUTH, RANGE TEN EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

for the sum of FOURTEEN THOUSAND FOUR HUNDRED AND NO/100THS Dollars (\$14,400.00.) on account of which TWO THOUSAND ONE HUNDRED AND NO/100THS Dollars (\$2,100.00.) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 8 per cent per annum from JUNE 20, 1976, on the dates and in amounts as follows: BALANCE: 12,300.00

MONTHLY PAYMENTS OF NOT LESS THAN \$145.50 PER MONTH INCLUDING INTEREST AT 8 % PER ANNUM. FIRST PAYMENT DUE JULY 20, 1976 AND LIKE PAYMENT ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL BOTH INTEREST AND PRINCIPAL IS PAID IN FULL. PURCHASER MAY PAY ANY OR ALL OF THE UNPAID BALANCE AT ANYTIME WITHOUT PENALTY.

PURCHASER IS BUYING UPON HIS OWN INSPECTION OF THE PROPERTY AND NOT SOLELY UPON CLAIMS OF THE SELLER OR HIS AGENT.

NO CUTTING OF TREES WILL BE PERMITTED EXCEPT WHERE NECESSARY FOR CONSTRUCTION OF BUILDINGS, LANDSCAPING, DEAD OR DANGEROUS.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is primarily for buyer's personal, family, household or agricultural 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 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 first party's 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.

JAMES A. RAYBOULD
1246 East 4th Apt. #4
BEND, OREGON 97701

SELLER'S NAME AND ADDRESS

ROBIN REDFIELD

LAPINE, OREGON 97739

BUYER'S NAME AND ADDRESS

After recording return to:

CASCADE REALTY
P.O. BOX 416

LAPINE, OREGON 97739

NAME, ADDRESS, ZIP

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

ROBIN REDFIELD

LAPINE, OREGON 97739

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1976,

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.

Recording Officer

Deputy

SPACE RESERVED
FOR
RECORDER'S USE

276 JUN 29 PM 3 33

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,400.00. (If, however, the actual consideration paid for this transfer is not stated in terms of dollars, the actual consideration paid for this transfer shall be stated in terms of some other unit of value.)

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.

NOTE--The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030)

STATE OF OREGON,
County of DESCHUTES
JUNE 20TH, 1976

Personally appeared the above named..... JAMES
A. THAYBOULD
.....
..... and acknowledged the foregoing instru-
ment to be..... HIS..... voluntary act and deed

Before me, Richard G. Hefner
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires 1-25-80

STATE OF OREGON, County of _____) ss

STATE OF OREGON,)
), 19..... and
Personally appeared 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
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 the
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:

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO
this 29th day of JUNE A. D. 19 76 at 3:33 o'clock P M., and
duly recorded in Vol. M 76, of DEEDS on Page 9857

FEE \$ 6.00

/Wm D. MILNE, County Clerk

By Hazel Drake