FORM No. 706 CONTRACT-REAL ESTATE-Monthly Poyments.	<pre></pre>
THIS CONTRACT, Made this 15th day of July , 1976, between Carl Ewing and Elma Ewing, husband and wife , hereinafter called the seller, and Robert E. Ewing and Alice M. Ewing, husband and wife , hereinafter called the buyer,	
WITNESSETII: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de- scribed lands and premises situated in. Klamath County, State of Oregon, to-wit: Beginning at an iron pin on the Southerly right of way line of Ezell Avenue which lies North 1°12' West along the Section line (which is the center line of Summers Lane) a distance of 948.4 feet and South 89°40' West along the Southerly right of way line of Ezell Avenue a distance of 270 feet from the iron point which marks the Southeast	
corner of the NE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, and running thence: Continuing South 89 40' West along the Southerly right of way line of Ezell Avenue a distance of 181.2 feet to an iron pin which lles on the Easterly right of way line of the United States Reclamation Service Drain; thence South 30'38' East along the Easterly right of way of the United States Reclamation Service Drain a distance of 288.3 feet to an iron pin; thence North 89'40' East a distance of 39.5 feet to an iron pin; thence North 1'12' West a distance of 249 feet, more or less, to the point of beginning, said tract being in the NE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon.	
Subject, however, to the following: L. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath irrigation (for continuation of this legal description see reverse side of this Contract	
for the sum of Eleven Thousand Seven Hundred and No/100thBollars (\$11,700.00.) (hereinalter called the purchase price), on account of which No? 100thBollars (0.1,100.00.) Dollars (\$1,100.00.) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$10,600.00.) to the order of the seller in monthly payments of not less than ONE. HUNDRED AND NO/100THS Dollars (\$100.00) each, or more, prepayment without penalty.	A Contract of the second
payable on the 1st day of each month hereafter beginning with the month of August , 19.76, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of . 7% per cent per annum from August 1, 1976 until paid, interest to be paid	
the minimum monthing playments above requires all of the date of this contract. 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 lor buyer's personal, family, household or afficiational purposes. "(A) primarily lor buyer's personal, family, household or afficiational purposes. "(A) primarily lor buyer's personal, family, household or afficiational purposes. "(A) primarily lor buyer's personal, family, household or afficiational purposes. (B) for an organization of (even it buyer is a enducate person-is ber-business or commercial purposes of the date of the house is a match possession so long as the is not in default under the terms of this contract. The buyer afters that at all times he will keep the buildings on said premises, now or mechanic's terested, in good condition and region and will not suffer or permit any waste or strip theredi that he will keep said premises the reliand and internet's less incurred by himsis any and all other lines will any all traces hereather levied against said property, as well as all water rents, public charges and at buyer's expense. The will insure and keep insured all buildings now or hereatter excercted on said premises the same or any part thereof hierone past due; that at buyer shall here which here insure and keep insured all buildings now or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall head the added to and become a part of the date were to and become a part of the date were to and become a part of the date were the same and appendence, the seller may do and any payment so anal shall be added to and become a part of the date were to and become a part of the date were to an decome a part of the date were to and become a p	
The seller top outer s that at his expense and within <u>30</u> days from the date hereol, he will turnish unto buser a title insurance policy in- suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this adversement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also advers that when save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also advers that when save and except the usual printed exceptions and the building and other restrictions and easements now of the date hereol and live and closen of all encumbrances as in the simple unto the buyer, his heris and assigns, tree and clean of encumbrances are of the date hereol and live and clear of all encumbrances premises in tee simple unto the buyer, his heris and assigns, tree and clear of encumbrances are of the date hereol and the tares, municipal since said date placed, permitted or arising by, through or under seller, excepting all liens and encumbrances created by the buyer or his assigns. (Continued on texter)	
*IMPORTANT NOTICE: Delete, by lining out, whichever phrass and whichever warranty (A) or (B) is not opplicable. 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 Stevents-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 Stevents-Ness Form No. 1307 or similar. STATE OF OREGON,	A PACE
SELLER'S NAME AND ADDRESS SELLER'S NAME AND ADDRESS SELLER'S NAME AND ADDRESS I certify that the within instru- ment was received for record on the	
Alter recording roturn ts: Atter record of Deeds of said county. Name, Address tip Gata	
Until a change is requested all tax statements shall be sent to the following address. Har Rey - Atanich. NAML, Robaces, 210 NAML, Robaces, 210	

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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the barre thall fail to make the payments above required, or any of them, pointually within ten days of the time limited therefor, in fail to keep any agreement herein contained, then payments above required, or any of them, pointually within ten days of the time limited therefor, in fail to keep any agreement herein contained, then between shift are the following rights (1) to declare this contract and and void, (2) to declare the whole unsuit of many of such cases and payche many of the set of a solution that the interest therein at an one due and payche and/or (1) to declare this contract by suit in equity, and in any of such cases and payche and for the set of hereindo shall trever to equip agreement herein to the original balance of the solution of the previous about the view of the solution of the previous and the set in the set of hereindo shall trever to and revest in said seller without any at the set of the solution of the previous about terver, or any other set of said seller to be returned and without any stift is contract and such payees of the solution of the previous of the solution of the previous about terver, but solutions or compensation to momers paid on exceeding the solution of the previous of the solution of the solution of the solution of the previous and solution is contract are to be returned and without any stift is contract and solution and solution and there is the advect and recent and recent and recent and recent and in case of a solution of the solution and there is a solution of common of the previous and there is the advect and recent and recent and in case of a solution of the solution of the previous and therein the solution of the solution of the solution of the solution and therein in case is solution of the solution of the solution and there is a solutit

meren or meren peronging. The buyer further access that failure by the seller at any time to require performance by the huyer of any provision bered shall in its way i his right berunder to endoce the same, nor shall any waiver by said seller of any breach of any provision bered be held to be a waiver of any creding breach of any such provision, or as a waiver of the provision itself.

uch sum as the In case suit of ectors is settorney's less to be allowed partiant in adjudge reasonable as partiant is equivalent of the trial court shall adjudge reasonable as attorney's less to be allowed partial court shall adjudge reasonable as partiant is requires, the singu-oi the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as partiant is requires, the singu-appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singu-papeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that generally all grammatical changes shall her pronoun shall be taken to mean and include the plusal, the masculine, the ferminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply equally to consistent this instrument in duplicate; if either of the un-

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-

dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal allixed hereto by its officers duly authorized thereunto by order of its board of directors.

Robert 2. Emi Carl Carl Ewing / Robert E. Ewing Alice M. Ewing Elma Ewing NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030)) 55. STATE OF OREGON, County of STATE OF OREGON, County of Klamath July ... 19....) ss. and Personally appeared , 19 76who, being duly sworn, Carl Ewingench for himsell and not one for the other, did say that the former is the Personally appeared the above named Carl Ew Elma Ewing, Robert E. Ewing and Alice M. Ewing ... president and that the latter is the secretary of , a corporation. a corporation, and that the seal allixed 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. and acknowledged the loregoing inst their voluntary act and de eed. ment to be Before me: Belor (OFFICIAL (OFFICIAL RALAL SEAL) SEAL) Notary Public for Oregon 00 My commission expires 3-19-77 Notary Public for Oregon My commission expires:

 $\frac{1}{2}$ decision 4 of Grapher 015, Oregon Laws 1970, provides: $\frac{1}{2}$ (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title being conveyed cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title being conveyed for acknowledgement of aceds, by the owner of the title being conveyed bound instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

(DESCRIPTION CONTINUED)

"(2) Violation of subsection (1) of this section is a Class B misdemeanor,"

District.

2. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District. 3. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

FEE \$ 6.00

It is further agreed by and between the parties hereto that in the event Buyers plan to sell the above described real property in the future that the Sellers have the first right of refusal to purchase the property at the then assessed vatue according to the Assessor's Office.

TATE OF OREGON; COUNTY OF KLAMATH; ss.

Tied for record at request of _GOAKEY & HARNISH ATTYS

A. D. 19.76 at o'clock P M., and his 15th day of JULY

on Page 10794 duly recorded in Vol. M 76 , of DEEDS

Wm D. MILNE, COUNTY Clerk mas