

18459

THIS CONTRACT, Made the 24th day of August, 1976, between
ADELIA DYE LAZARUS, also known as Adelia Dye

of the County of Klamath and State of Oregon, hereinafter called
the first party, and CLIFFORD SHUCK and HELEN SHUCK, husband and wife,

of Klamath 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 follow-
ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

The Northerly 35 feet of Lots 1 and 2 in Block 307 of
DARROW ADDITION to the City of Klamath Falls, according
to the official plat thereof on file in the office of the
County Clerk of Klamath County, Oregon

SUBJECT TO: Reservations, restrictions, rights of way and easements of
record and those apparent on the land;
for the sum of Twenty Four Thousand and no/100-----Dollars (\$24,000.00)
on account of which Four Thousand and no/100-----Dollars (\$4,000.00)
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
mainder to be paid to the order of the first party with interest at the rate of 6 per cent per annum from
August 24, 1976, on the dates and in amounts as follows:

The remaining balance of \$20,000 to be paid in monthly
installments of not less than Two Hundred and no/100 Dollars
(\$200) per month, inclusive of interest, commencing on the
24th day of September 1976, with a like sum payable on or before
the 24th day of each and every month thereafter until the
entire sum of principal and interest are paid in full,

That in addition to the real property above described, this
contract covers the personal property listed in Exhibit "A"
attached hereto, and by this reference included in this
contract.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than 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 past 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 \$ insurable

value
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.

The first party agrees that at his expense and within 20 days from the date hereof, he will furnish unto second party a title
insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to
the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any.
First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good
and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the
date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however,
the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further ex-
cepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the
times above specified, or fail to keep any of the other terms or conditions of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare
the whole unpaid principal balance of said 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 cases, all the right and interest hereby created or then existing in favor of the second party derived under this
agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfei-
ture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or com-
pensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$24,000.00. However, the actual consideration
consists of or includes other property or value given or promised which is part of the consideration (indicate which). (1)

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 at-
torney'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 un-
dersigned 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.

Adelia Dye Lazarus
Helen Shuck

Clifford Shuck
Adelia Dye Lazarus

*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-Nass 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-Nass Form No. 1307 or similar.

NOTE: The sentence between the sym-
bols (A) and (B) is not applicable, should be
deleted; see Oregon Revised Statutes,
Section 93.030. (Notarial acknowl-
edgment on reverse).

Until a change is requested, all
tax statements shall be sent to
the following name and address

Clifford & Helen Shuck, 1888 Melrose, Klamath Falls, OR

[illegible]

CONTRACT

FORM No. 147)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Adelia ^{BETWEEN} Dye Lazarus

Address 2360 White Street

AND
Clifford & Helen Shuck

Address 1888 Melrose Street

Dated August 24 1976

Lot 1 & 2 Block 307

Darrow
Addition

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____ 19____

day of _____, 19____

AL. o'clock ~~IV.~~, and recorded
in book on page or as

~~filing fee number~~, Rec-

ord of Deeds of said County.

Witness my hand and seal of
County of

County annexed.

Title.

Deputy.

AFTER RECORDING RETURN TO

Blair M. Henderson

Attorney at Law

325 Main Street

Klamath Falls, OR 97601

STATE OF OREGON.

County of Klamath
August 24

78

Personally appeared the above named

Adelia Dye Lazarus

.....and acknowledged the foregoing instru-
ment to be.....her.....voluntary act and deed.

Before me

Notary Public for Oregon

My commission expires: 8/11/78

STATE OF OREGON, County of _____) ss

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 behalf 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:

Notary Public for Oregon

My commission expires:

(SEAL)

13709

EXHIBIT "A"

APARTMENT NO. 1:

One table - grey
One stove - gas, gold
Shades, curtains, shower pole and curtain

APARTMENT NO. 2:

One kitchen range, gas
One refrigerator
One bed, springs and mattress
One chest of drawers
Two green chairs
One stand, green
One writing desk
One yellow davenport
One picture
Two chairs
One lamp
Shades, curtains

APARTMENT NO. 3:

One range
One refrigerator
One table
Four chairs
Shades, curtains
Medicine chest
Shades, curtains, shower pole and shower curtain
One bed, springs and mattress
One small chest of drawers
Shades and curtains for bedroom
One blue davenport
Two large pictures
One large blue chair
One long tea table
One breakfront
One closet, leather
One dining table
Four black chairs
One throw rug
Dining room curtains and shades

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of
SEPTEMBER A.D., 19 76 at 4:00 o'clock P M., and duly recorded in Vol M 76
of DEEDS on Page 13707

FEE \$ 9.00

WM. D. MJLNE, County Clerk

By Harold Duane Deputy