

THIS CONTRACT, Made this first day of September 1976 between Fred W. Koehler, Jr. & Charlotte M. Koehler, husband and wife, 1362 Lance Drive, Tustin, Ca. 92680

hereinafter called the seller, and Roy E. Welsh & Mildred Welsh, h & w and Charles E. and Emily L. Welsh, h & w, 1174 Main St., Ramona, California 92065

hereinafter called the buyer, WITNESSETH: 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 25, Block 1, RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof.

SUBJECT TO: Public Rights in Williamson River; Easements and Rights of way of record; Reservations, restrictions and conditions shown on the plat and in the Dedication of RAINBOW PARK ON THE WILLIAMSON; and to Declaration of Conditions and Restrictions dated September 9, 1964 and recorded September 11, 1964 in Vol. 356 at Page 116 of Klamath County, Oregon Deed Records, which said Conditions and Restrictions Vendees take subject to and covenant and agree to fully observe, perform and comply with and which shall be appurtenant to and run with the premises herein sold.

for the sum of Ten thousand----- Dollars (\$10,000.00) (hereinafter called the purchase price), on account of which Two thousand five hundred Dollars (\$2,500.00) 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: \$7,500.00) to the order of the seller in monthly payments of not less than One hundred----- Dollars (\$100.00) each, or more

payable on the first day of each month hereafter beginning with the month of October, 1976, 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 8% per cent per annum from Date of Contract until paid, interest to be paid monthly and * (being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-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, family, household or agricultural purposes,

(B) ~~for investment purposes.~~

The buyer shall be entitled to possession of said lands on 1 September 1976, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereon; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal fees which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$----- in a company 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 fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (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 agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller 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 buyer, 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 seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(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.

Fred W. & Charlotte M. Koehler
1362 Lance Drive
Tustin, Ca. 92680

SELLER'S NAME AND ADDRESS

Roy E. & Mildred Welsh & Charles E. & Emily L. Welsh
1174 Main Street
Ramona, Ca. 92065

BUYER'S NAME AND ADDRESS

After recording return to:

Fred W. Koehler, Jr.
1362 Lance Drive
Tustin, Ca. 92680

NAME, ADDRESS, ZIP

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

Charles E. Welsh
1174 Main Street
Ramona, Ca. 92065

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

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

SPACE RESERVED

FOR

RECORDER'S USE

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.

By _____

Recording Officer

Deputy

13817

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 3rd day of SEPTEMBER A. D. 1976 at 1:30 o'clock P.M., and
duly recorded in Vol. M 76, of DEEDS on Page 13815

FEE \$ 9.00

Wm. D. MILNE, County Clerk

Hazel Onagil
deputy