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No. 1967

276 SEP 14 PH 4 44

AGREEMENT FOR DEED AND PURCHASE OF REAL ESTATE

THIS AGREEMENT, made and executed in duplicate this 33 19 76, between day of _ KLAMATH RIVER ACRES OF OREGON, LTD., hereinafter designated as "Seller" and Robert Joan P. Greek

hereinafter designated as "Buyer";

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WITNESSETH:

That the seller, in consideration of the covenants and agreements hereinafter contained, to be the first performed as a condition precident by Buyer, agrees to sell and convey unto said Buyer, and said Buyer agrees to buy that certain real property in the County of Klamath, State of Oregon, described as follows, to-wit:

> the Add, from l.ot(s) 19 Block 37 KLAMATH RIVER ACRES as recorded in the office of the County Clork of Klamath County, Oregon,

Subject to protrata of taxes and/or assessments for the fiscal year 19_ZC - 19_ZZ, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy seid property is the sum of $\frac{Six}{2}$. The use of four hundred Dollars (\$ 6,400), which sum Buyer agrees to pay), which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate, as follows: _______ Dollars (\$ 600, 02) in cash upon the execution and deliveryof this agreement, the receipt thereof being duly acknowledged and _____Dollars (\$ 4.00 the balance of said sum in installments of Sxy Sxy Sxy 90J //100 or more on or before the 3^{---} day of each and every calendar month commencing with the 3^{---} _ day of _ October 19_76, including interest on all deferred payments from date hereof at the rate of _____ per annum, continuing until paid. Each installment when paid shall be applied by the holder hereof, first, so much as shall be required to the payment of interest accrued as above specified, and next, the balance thereof to the payment of the principal sum.

Buyer also agrees to pay \$______ over and above the above referred to purchase price, said sum being used for purchasing a title insurance policy and for the establishment of an escrow.

Buyer agrees to pay all taxes hereinafter levied as well as all public and municipal liens and assessments hereinafter lawfully imposed upon said property, all promptly and before the same orany part thereof become past due. Seller may, at its option, pay all such taxes, levies or assessments (including installments on bonds) together with penalties thereon and such payment will be conclusive evidence of the validity of such payment. Any amount so paid, together with interest, at the rate of _______ per annum from the date of payment until repaid, shall be repaid by Buyer to Seller on demand; and the failure by Buyer to repay the same with such interest within 30 days after such demand by Seller shall constitute a default under the terms of this agreement. In the event the taxing authorities do not make a separate assessment for the property described above, but said property is assessed as a portion of a larger parcel or tract of real property. Seller shall allocate to Buyer as his portion of said taxes, a portion of the taxes assessed against the entire parcel or tract, determined by comparing the fair market value of this property to the fair market value of all the land contained in the entire tract or parcel. Fair market value shall be based upon the selling price at which said property is sold by Seller, or at the price at which the unsold portions have been made available for sale by Seller.

IT IS FURTHER AGREED that time is of the essence of this contract and full performance by Buyer of all his obligations hereunder is and shall be a condition precedent to his right to conveyance hereunder. Except as herein elsewhere provided, Buyer agrees to pay a \$1.00 charge for payments more than 15 days late with an additional \$1.00 late charge for each 15 day period thereafter, or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when hereunder either by (1) declaring this contract null and void (2) declaring the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) foreclosing this contract by suit in equity. In any of the above three cases, all payments made prior to such default by the Buyer to Seller shall be retained by the Seller as agreed upon as reasonable rental and as liguidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being liable to any action therefore. Buyer agrees to pay all costs and expenses of appeal. In case of election by Seller to enforce its rights hereunder the sagreement to be null and void and Buyer's rights thereby forfeited by a service upon Buyer of Seller's written declaration of forfeiture and cancellation or by depositing such written declaration in the United States mail, postage prepaid, addressed to payments and this agreement is terminated by a declaration of forfeiture Buyer to Seller. In the event Buyer defaults in his payments and this agreement is terminated by a declaration of forfeiture Buyer to Seller. terminated upon conveyance by Buyer of a deed in lieu of foreclosure.

The Buyer agrees that he will, at all times during the tem of this agreement or any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are incurred or caused by the Seller and not assumed by the Buyer hereunder. Nothing contained herein shall be construed to be a guarantee, warranty, or representation as to the present or future existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-thority concerning or limiting the type or character of or the right to erect buildings or structures on said reality or the use to which same may be put.

The Seller agees, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof and the sur-render of this agreement, to execute and deliver to Buyer, a warranty deed sufficient to convey title to said realty free and clear of all encumbrances made, done or suffered by Seller except as set forth above, and except easements or restrictions of record or apparent on the face of the land

No waiver of the breach of any of the covenants, agreements, restrictions and/or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiseence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this agreement.

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Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrances without first ob on the property operform any work on the property which might result in the creation of a Mechanic's Lien on the property without first obtaining the written consent of Buyer and without filling a surely bond with the appropriate governmental officies for the improvements or work, Seller garees to furnish to the contractor making such improvements or performing such work, a copy of final subdivision public report issued by the State of Oregon pertaining to the property. Upon the payment of the sum of \$1,000.00 by Buyer, Seller agrees with Buyer that Buyer shall have his lot released from blanket encumbrances owed by Seller. "You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Prop and Urban Development, in advance of, or at the time of your signing the contractor a greement. If you (Buyer) did not receive a Prop and Urban de hours prior to signing the contract or agreement by notice to the seller if you (Buyer) did not receive a Prop and Urban Development, in advance of, or at the time of your signing the contraction a greement. If you (Buyer) did not receive a Prop and Urban Development, in advance of, or at the time of your signing the contract or agreement. Buyer have the options to vid your contract or agreement you (Buyer) have the contract or agreement. With the seller will midnight of the third business day following the consummation of the transaction. A business day is any cale to be seller until midnight of the third business day following the consummation of the transaction. A business day is any cale day or August, 1976	any serty t by
on the property or perform any work on the property which might result in the creation of a Machanic's Lien on the property with first obtaining the written consent of Buyer and without filing a surety bond with the appropriate governmental office for the formance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undetake such additional subdivision public report issued by the State of Oregon pertaining to the property. Upon the payment of the sum of \$1,000.00 by Buyer, Seller agrees with Buyer that Buyer shall have his lot released from blanket encumbrances owed by Seller. "You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Prop Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Selles Registration, U.S. Department of Hoe properties to the seller until midnight of the third business day following the consumation of the transaction. A business day is any cale agrees to the seller until midnight of the third business day following the consumation of the transaction. A business day is any cale day except Sunday, or the following business holidays: New Year's Day. Washington's Birthday, Memorial Day, Independence I Labor Day, Veteran's Day, Thanksgiving and Christmas." IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate.	any serty t by
final subdivision public report issued by the State of Oregon pertaining to the property. Upon the payment of the sum of \$1,000.00 by Buyer, Seller agrees with Buyer that Buyer shall have his lot released from blanket encumbrances owed by Seller. "You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Prop Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Hou and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Prop Report prepared pursuant to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Prop notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any cale day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence I IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate. SUBSCRIBED AND SWORN to before me this <u>2</u> . day of August, 1976	any perty using perty t by
and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Prop Report less than 48 hours prior to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any cale day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence I Labor Day, Veteran's Day, Thanksgiving and Christmas." IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate. SUBSCRIBED AND SWORN to before me this <u>23</u> day of August, 1976	ising perty t by
IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate. SUBSCRIBED AND SWORN to before me this 22 day of August, 1976	
Notary Public for Oregon My Commission Expires 4/18/80	
<u> Kobert V. Greer</u>	
(Span) Ficher	
SUBSCRIBED AND SWORN to before me this 4 day of <u>SEPTEM BER</u> , 1976. STATE OF CALIFORNIA COUNTY OF SAN BERNARDINO	
My Commission Expires: VUNE 13, 1978	
OFFICIAL SEAL JAMES L. HUSTON NOTARY PUBLIC CALIFORNIA SAN BERNARDINO COUNTY MyCom abston Expires June 13, 1978	
STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of <u>Klamath River Acres of Oreg</u> . 4:44 P	THE PARTY
this <u>14 th</u> day of <u>September</u> A. D. 1 <u>76</u> at <u>o'clack</u> M., and duly recorded in Vol. <u>M76</u> , of <u>Deeds</u> on Page 1444. W <u>m</u> D. MILNE, County Class By <u>Autochy</u> <u>Uc</u>	
fee \$6.00	
Return To. Klamath River Acres Box 52 Keno, Oregon 97627 Robert V. & Joan P. Greer 2526 Locust Ave. Orange, Ca. 92667	

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