

THIS CONTRACT, Made the 11 day of October, 1976, between  
GLENN DEHLINGER and DOROTHY DEHLINGER, husband and wife,

of the County of Klamath and State of Oregon, hereinafter called  
the first party, and JAMES D. CHARLES of the County

the first party, and JAMES D. CHARLES of the County \_\_\_\_\_  
of Klamath County and State of Oregon hereinafter called the second party

of Klamath County 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:  
 Lot 5 in Block 1 of Tract No. 1109, CHALET VISTA, Subject to: 1.Regulations,  
 including levies, assessments, water and irrigation rights and easements for  
 ditches and canals of Klamath Irrigation District; 2.Restrictions, but omitting  
 restrictions, if any, based on race, color, religion or national origin, as  
 shown on the recorded plat of CHALET VISTA, including utility easements as de-  
 lined on recorded plat along the side and back lot lines being 16 feet in  
 width and set back provisions 50' from the front & side lot lines; 3.Covenants,  
 easements & restrictions, but omitting restrictions, if any, based on race, color,  
 (SEE REVERSE) EIGHTEEN THOUSAND AND NO/100's Dollars (\$ 18,000.00  
 \$ 2,550.00

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

(B) for the organization or for even if buyer is an individual person or for business or commercial purposes other than agricultural purposes.

INCORPORABLE, SUBJECT PROPERTIES VACANT LAND

The first party agrees that at his expense and within \_\_\_\_\_ 30 \_\_\_\_\_ days from the date hereof, he will furnish upon 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 prior encumbrances and the building and other restrictions and easements now or hereafter existing in the first party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, it will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, together with all rights, claims, interests and sufficient deeds 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 excepting 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 if any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then the first party shall have the following rights:

(1) to rescind this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon as herein provided or then existing in favor of the second party derived under and by virtue of this agreement, to be due and payable immediately, (3) to foreclose this contract and sell the premises hereunder conveyed, (4) to sue for recovery of the whole unpaid principal balance of said purchase price with the interest thereon as herein provided or then existing in favor of the second party derived under and by virtue of this agreement, and in any of such cases, all the right and remedy hereby intended or then existing in favor of the first party without any declaration of forfeiture or act of re-entry, or any other act by first party to be performed and without any right of the said party of redemption, or of any other nature or act of re-entry, or of any 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 \$18,000.00 ① However, the actual consideration paid for this transfer, stated in terms of dollars, is \$18,000.00 ②

The true and actual consideration paid for this transfer, stated in terms of money, is \_\_\_\_\_ part of the \_\_\_\_\_ consideration (indicate which). ①  
consists of or includes other property or value given or promised which is the whole \_\_\_\_\_ consideration (indicate which). ②  
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 said 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 and costs of appeal and to pay the costs of the appealance by the second party of any provision hereof.

sum as the trial court may adjudge reasonable, and the buyer further promises to pay such sum as the appellate court shall adjudge reasonable, and the buyer agrees to pay the attorney's fees on such appeal.

And 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 constitute a waiver of the provision itself.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and the witnesses thereto, this 10th day of May, 1964.

In construing this contract, it is taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally requires, the singular pronoun shall be used 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 hereunto by its officers duly authorized thereunto by order of its board of directors.

Glenn R. Dehning

Dorothy Dehlinger

James D. Charles

**IMPORTANT NOTICE:** Deleted, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and the lender is a credit institution, as such word is defined in the Truth-in-Lending Act and Regulation Z, the entire NUIS sample 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 principal residence in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse)

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

Mr. James D. Charles  
606 So. Sixth Street, Klamath Falls, Or. 97601



STATE OF OREGON, County of Klamath ) ss.

On this 12 day of October, 19 76 personally appeared the above named  
James D. Charles and acknowledged the foregoing  
 instrument to be His voluntary act and deed.

Before me:

Susan J. Stockwell

Notary Public for Oregon

My commission expires: 6-13-80

LEGAL DESCRIPTION, CONTINUED: religion or national origin, imposed by in-  
 strument, recorded 8/28/74, Book M-74, Page 10502.

**CONTRACT**

(FORM No. 147)

STEVENSON LAW FIRM, CO., PORTLAND, ORE.

BETWEEN

GLENN DEHLINGER & DOROTHY  
 DEHLINGER, Rt. 2, Box 674,  
 Address Hill Rd., Klamath  
 Falls, Or. AND 97601

Mr. James D. Charles  
 Address 606 So. 6th, Klamath  
 Falls, Oregon 97601

Dated 5, 19 76Lot 5 Block 1Addition Tract 1109, CHALETWISPA

STATE OF OREGON

County of KLAMATH

I certify that the within instru-

ment was received for record on the

14th day of OCTOBER, 19 76at 10:44 o'clock A.M., and recordedin book M 76 on page 16235 or asfiling fee number 20281, Rec-

ord of Deeds of said County.

Witness my hand and seal of

County affixed.

W. D. MILNE

COUNTY CLERK

Title

By Hazel May Deputy

AFTER RECORDING RETURN TO

6.00

Wagonwheeler IncStockwell600 Main

Klamath Falls, Oregon 97601

STATE OF OREGON,

County of Klamath ) ss.October 11, 19 76

Personally appeared the above named

Glenn Dehlinger and DorothyDehlinger, husband & wife,

and acknowledged the foregoing instru-

ment to be their voluntary act and deed.

(SEAL)

Susan J. Stockwell

Notary Public for Oregon

My commission expires: 6-13-80

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ 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 be-

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:

Notary Public for Oregon

My commission expires:

(SEAL)