THIS CONTRACT, Made this 21st day of April 19.77, between DUANE A. SICKERT and KATHERINE A. SICKERT, husband and wife	
and GEORGE A. PONDELLA, JR, hereinalter called the seller,, hereinalter 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:	
That part of the N½N½N½NE½ that lays West of U.S. Highway 97, in Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.	
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for the sum of Twelve Thousand and no/100 Dollars (\$ 12,000.00) (hereinafter called the purchase price), on account of which Two thousand and no/100 Dollars (\$2000.00) 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: \$10,000.00) to the order	
of the seller in monthly payments of not less than One Hundred Seven dollars and no/100 Dollars (\$ 107.00) each, payable on the 1st day of each month hereafter beginning with the month of June , 19.77,	
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deterred balances of said purchase price shall bear interest at the rate of <u>73/4</u> per cent per annum from <u>April 21</u> , <u>1977</u> until paid, interest to be paid <u>Monthly</u> and * { <u>Monthly</u> } 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	
The buyer shall be entitled to possession of said lands on	
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 laid 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 nay payments so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate adoresaid, without waiver, however, of any right arising to the seller of puyer's breach of contract. The seller may they is breach of contract. The seller and some shall to said purchase price on mark table title in and to said premises in the seller on or subsequent to date of this advernment, 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 in luppon request and upon request and upon request and upon reguest and upon request and upon said premises and be adsements and free and clear of all encumbrances as of the date retrieved and then and to the buyer, his heirs and assigns, tree and clear of encumbrances are of the date retrieved and the next, municipal since seller, excepting all liens and encumbrances result of the buyer, or his assigns.	
premises in lee simple unto the buyer, his heirs and assigns, tree and clear of encumbrances as of the date hereb and the shall be additionable and set of all encumbrances sinces said date placed, permitted or arising by, through or under seller, excepting all liens and encumbrances and the self encumbrances are self to be buyer or this assigns. (Continued on reverse) *IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) ar (B) is not applicable. If warranty (A) is applicable and if the selfer is a creditor, as such word is defined in the Trubh-In-tending Act and Regulation Z, the selfer MUST comply with the Act and Regulation by warking requires; 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. 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. 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. 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. 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. 1308 or similar contract will become a first lien to finance the purchase of a dwelling in w	
DUANE A. and KATHERINE A. SICKERT State of OREGON,	
Settler's NAME AND ADDRESS George A. Pondella Jr. P.O. Box 361 Chiloguin Oregon 27624	
Chiloquin Oregon 97624 BUYER'S NAME AND ADDRESS After recording return to: Changamerica Sitle-Kathy Mitness my hand and seal of	
Unil a change is requested all tax statements shall be sent to the following address. Unil a change is requested all tax statements shall be sent to the following address. Usage A. Pandella M. P.O. Box 361 By Deputy	
P.O. Boy 361 Chiloguin OR 97624 NAME ADDRESS, ZIP	

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Thereon or interest occumpting. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enlote the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-ceeding breach of any such provision, or as a waiver of the provision itself. This contract is subject to a previous contract in escrow at First Federal Savings and Loan Association of Klamath Falls. This previous agreement dated 20th day of February, 1973 by and between Joseph F. Antonoff, and Duane A. Sickert and Katherine A. Sickert, husband and wife. In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-onoun shall be taken to mean and include the plural, the masculine, the leminine and the neuter, and that generally all grammatical changes shall de, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. and the second far pronoun be made, as 19.5 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 hereto 1.5.5. by its officers duly authorized thereunty by order of its board of directors. Duane A. Sicket Bengele Condelleg. Katherine A. Sichers Ъŋ NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON, STATE OF OREGON, County of.) 85. 1 84 County of Klamath ..., 19.. 4 Personally appeared 19 77 and Personally appeared the above named. George A. each for himsell and not one for the other, did say that the former is the Pondella Jr, Duane A. and Katherine A. Sickert, husband and president and that the latter is the recretary of wife and acknowledged the foregoing instru-ment to be their voluntary act and deed. , a corporation, and that the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-halt 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: OFFICIAL Kathy R. Mallam SEAL) Before me: 12 (OFFICIAL SEAL) Notary Public for Oregon Notary Public for Oregon My commision expires 6-13-80 My commission expires: Section 4 of Chapter 618, Oregon Laws 1975, provides : (1) All instimuments contracting to converge 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, bound therefore, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are "(2) Violation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) Buyer hereby agrees that no marketable timber shall be removed from the premises until the balance of this contract is paid in 1.2.1 full. 1 TATE OF OREGON; COUNTY OF KLAMATH; 53. A. D. 1977 6t ____ o'clock AM .. or (mis 27th day of APRIL duty recorded in Vol. ________ of DEEDS ____ on Page 7146 WE D. MILNE, County Clerk . FEE \$ 6.00 linaz. с. Д 10

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