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## TWO RIVERS NORTH

Vol. 11 Page 5824

10136

## CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this 5th day of June, 19 77, between D-CHUTES ESTATES OREGON LTD., herein called Seller, and Robert and Barbara L. Wilbanks herein called Buyer:

## AGREEMENT:

Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as:  
 Lot 23, Block 4, Tract No. 1042, Two Rivers North, situated in Section 36, T 25 S, and Section 1, T 26 S, R 7 E, W. M., Klamath County, Oregon. Lot 23, Block 4, and Lot 8, Block 5

## PURCHASE PRICE:

Shall be paid as follows:

(a) Cash Price	\$ <u>7,290.00</u>
(b) Down Payment: (cash check note other) <u>\$500.00= 1966 Ford</u>	\$ <u>690.00</u>
(c) Unpaid Balance of Cash Price <u>Pickup, Broker agrees to take</u>	\$ <u>6,600.00</u>
(Amount to be financed) (line a minus line b) <u>\$190.00 Cash</u>	\$ <u>2,519.04</u>
(d) FINANCE CHARGE	\$ <u>28.00</u>
(e) OTHER CHARGES <u>\$6.00 Recording, \$22.00 Escrow Fee</u>	\$ <u>84</u> %
(f) ANNUAL PERCENTAGE RATE	\$ <u>9,809.04</u>
(g) Deferred Payment Price (a+d+e)	\$ <u>9,119.04</u>
(h) Total of Payments (c+d+e)	\$ <u>9,119.04</u>

Buyer will pay the remainder of the purchase price, with interest on the declining outstanding balance at eight and one half percent (8 1/2 %), in 96 equal monthly payments of 94.99 Dollars and on the same day of each succeeding calendar month thereafter until the entire unpaid balance of the purchase price has been paid to Seller. (If Buyer pays the entire balance within six months from date of this Agreement, Seller will give credit for all interest previously paid and waive all unpaid accrued interest. Buyer may at any time prepay the entire principal balance without penalty or payment of the unearned interest.) Payable at the office of the Seller, P.O. Box 792, Bend, Oregon 97701.

"NOTICE" See other side for Important Information

This property will be used as principal residence (See Sec. Z of Truth & Lending Act) initial. This property will not be used as principal residence. initial RW Buyer represents that he has personally been on the property described herein. initial RW

## NOTICE TO BUYER

You have the option to void your contract or agreement by notice to the Seller if you do not receive a property report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you receive the property report less than 48 hours prior to signing the contract or agreement you have the right to revoke the contract or agreement by notice to the Seller until midnight of the third business day following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas.

SELLER D-CHUTES ESTATES OREGON LTD.

BUYER

Broker Dan David & Associates, Ltd.

Address PO Box 58 Crescent Lake, Ore.

Salesman

By

General Partner

STATE OF OREGON

County of Klamath

June 5, 1977, Date

Personally appeared the above-named BARBARA A. BEDARD, General Partner for D-CHUTES ESTATES OREGON LTD., and acknowledging the foregoing instrument to be her voluntary act. Before me:

Notary Public for Oregon

STATE OF OREGON

County of Klamath

June 5, 1977, Date

Personally appeared the above-named Robert & Barbara Wilbanks and acknowledged the foregoing instrument to be their voluntary act. Before me:

After recording return to:

Central Oregon Escrow Service, Inc.

358 East Marshall Bend, Ore. 97701

Notary Public for Oregon

My Commission expires: December 20, 1977

# Warranty of Title

## Buyer's Obligations

## Warranty of Title

## Payment of Taxes

## Payment of Taxes

## Removal of Encumbrances

## Use of Property

## Buyer's Deed

## Seller's Remedies

## Payment of Costs

## Waiver of Breach of Contract

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

this 14th day of June A. D. 1977 at 5:21 o'clock P.M., and

duly recorded in Vol. M77 of DEEDS on Page 10416

FEE \$ 6.00

W. D. MILNE, County Clerk

*Hazel Driggs*