FORM No. 147. CONTRACT—REAL ESTATE—Portid Poyments.

TK 32594 3228

CONTRACT—REAL ESTATE—POTID POYMENTS.

CONTRACT—REAL ESTATE OF 17 Page 1222 * 32694 32328 , 1977 , between KENNETH D. BOYER AND SHARON MICHELE BOYER, HUSBAND AND WIFE Formerly SHARON MICHELE HOLLIWAY. THIS CONTRACT, Made the FIRST day of JULY SHARON MICHELE HOLLIWAY
of the County of DESCHUTES and State of the first party, and WILLIAM B. FAIRGRIEF and State of OREGON , hereinatter called of the County and State of CALIFORNIA hereinafter called the second party, WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinalter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of KLAMATH , State of OREGON , to-wit: A TRACT OF LAND SITUATED IN THE WESE OF SECTION 27, T23S, R10 EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CORNER BEGINNING AT THE SOUTH QUARTER OF SAID SECTION TWENTY=SEVEN (27); THENCE N 00°13' 02" W, 332.46 FEET; THENCE EAST 662.39 FEET; THENCE S 00°17' 12" E, 329.89 FEET; THENCE SOUTH 89°46' 39" W., 662.79 FEET TO THE POINT OF BEGINNING, CONTAINING 5.04 ACRES, MORE OR LESS. (continued on back) for the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100THS+++Dollars (\$ 8,500.00) on account of which ONE THOUSAND FIVE HUNDRED AND NO 100THS Dollars (\$1,500.00.) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-. . . 7.1, 1977...., on the dates and in amounts as follows: BALANCE: 7,000.00 MONTHLY PAYMENTS OF NOT LESS THAN \$103.69 INCLUDING INTEREST AT 8% PER ANNUM. FIRST PAYMENT DUE THE 15TH DAY OF AUGUST 1977 AND LIKE PAYMENT DUE THE SAME DAY OF EACH MONTH THEREAFTER UNTIL BOTH INTEREST IS PAID IN FULL. PURCHASER MAY PAY ANY OR ALL OF THE UNPAID BALANCE AT ANYTIME PURCHASER IS BUYING UPON HIS OWN INSPECTION AND NOT SOLELY UPON CLAIMS OF SELLER OR AGENT. THIS CONTRACT SHALL NOT BE SOLD OR ASSIGNED WITHOUT CONSENT OF SELLER AND SELLER SHALL NOT WITHHOLD CONSENT UNREASONABLY. CUTTING OF TREES NOT PERMITTED EXCEPT FOR BUILDING, LANDSCAPING, DEAD OR - DANGEROUS. Rerecorded to add "fornerly Sharon Michele Holloway The buyer (also called second party) 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,

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"(A) primarily for buyer's personal family for buyer's personal family for buyer's personal family for buyer's per in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party is interest may appear and will deliver all policies of insurance on said premises to the first party as soon as (insured. All improvements placed thereon shall remain, and shall not be removed before final payment, he made for said above described premises. (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 set at creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the teller MUST comply with the Act and Regulation by making required disclor 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 even Stevens-Ness Form No. 1307 or similar. STATE OF OREGON, KENNETH D. BOYER ET UX P.O.BOX 681 LAPINE, OREGON 97739
SELLER'S NAME AND ADDRES County of I certify that the within instrument was received for record on the WILLIAM B. FAIRGRIEF
1491 ORIOLE AVENUE APT. # 3
SAN LEANDRO, CALIFORNIA 94578
BUYER'S NAME AND ADDRESS day of _____,19____, o'clock __M., and recorded day of ... on page or as SPACE RESERVED file/reel number RECORDER'S USE CASCADE REALTY
P.O. BOX 416
LAPINE, OREGON 97739 Record of Deeds of said county. Witness my hand and seal of County affixed. Until a change is requested all tax statements shall be sent to the following address Recording Officer WILLIAM B. FAIRGRIEF 1491 ORIOLE AVENUE APT. # 3 SAN LEANDRO, CALIFORNIA 94578

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The first party agrees that at his expense and within THIRTY days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase pice) 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 printed exceptions and the building and other restrictions and ensements now of record, if any. First party 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 second party shis beins and assigns, fee and clear of encumbrances as of the date herrof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, easily case the said casements and restrictions and the taxes, municipal hera, water rents and public charges so assumed by the second party and further excepting off liens and encumbrances related by the second party of his assigns.

It is not all the second party shall fall to make the payments adoresaid, or any of them, punctually and upon the strict terms and at the times above specified, or fall to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be different or different payment and strict performance being declared to be different payment price with the interest thereon at once due and payable and/or (3) to foreclose this contract until and void, (2) to declare the sould be appropriately cleared or the restricting in favor of the acrond party derived under this agreement, the first party to be performed without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement hund never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 8,500.00. Otherwick the high consideration (indicate which). Of the provisions thereof, second party agrees to pay such 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 interest of such trial court, the buyer further promises to pay such any provision or trees of such trial court, the buyer further promises to pay such any provision and if an appeal is taken from any toroney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision beauty.

judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reaconable as plaintiff a actorney's fees on such appeal.

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 be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the maculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed 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; it either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

x William B Franque WILLIAM B. FAIRCRIEF

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON. STATE OF OREGON, County of County of Deschutes
July 1 Personally appearedwho, being duly sworn, Personally appeared the above named. Lenneth D. & Shomon Lichele each for himself and not one for the other, did say that the former is the president and that the latter is the Boyer, Husband and Wife, and acknowledged the toregoing instruand that the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf 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 Mary Land from SEAL)

(SEAL)

Notary Public for Oregon

My commission expires AUS. 5, 1977

Notary Public for Oregon My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides: "(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instruments and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title be instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

THE ABOVE DESCRIBED PROPERTY (TRACT OF LAND) SUBJECT TO A 30-FOOT EASEMENT ALONG THE EAST SIDE.

TATE OF OREGON; COUNTY OF KLAMATH; SA

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The Company of the Control of the Co

_ day of wolldy. A. D. 19 77 at 3:23 clock P M., and duly recorded in You M. 77 on Pag 12222

Re-record to change Name.

State of Oregon, State of Klamath ss,

I hereby certify that the within instrument was Fee, \$6.00 received and filed for record on the ____ - 219

day of July , 19 77 , at 11:34 o'clock M. and recorded on Page 12758 in Book M 77 Records of Deeds

of said County.

WM, D. MILNE, County Clerk By Pat Mc Cullongh Deputy Wm D. MILHE, County Clerk



