

TC

34385

## OPTION FOR PURCHASE OF REAL ESTATE

Vol. 77 Page 16095KNOW ALL MEN BY THESE PRESENTS, That Harry R. Waggonerthe \*party of the first part, for and in consideration of Two-thousand dollarsJames Patton Dollars, to the first party paid, do hereby bargain, give and grant tothe \*party of the second part, for a period of 90 days from August 30, 1977from the date hereof, the sole, exclusive and irrevocable right and option to purchase that certain real estate situate,  
lying and being in the County of Klamath and State of Oregon, and  
more particularly bounded and described as follows, to-wit:Lots 4, 5, 6, 7 & 8 & Lots 16, 17, & 18 Sixth Street Adn. Klamath Falls, Or.Block 3

at and for the agreed price of Forty-thousand and no/100----- Dollars  
to be paid (if the said party of the second part shall elect to purchase the above described property) as follows,  
to-wit: in cash at time of closing, the two thousand dollar option money to be part  
of the purchase price. The remaining balance to be paid is Thirty-eight  
Thousand dollars. Purchaser to have the option of increasing the price to  
Forty-Seven-thousand dollars with twenty-Nine % down with three equal annual  
payments interest to be at a rate of nine per cent.

\* So designated whether singular or plural.



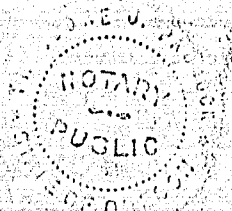
and in case said party of the second part shall elect to purchase said premises hereunder and shall pay said consideration and deliver any liens or other documents to said party of the first part, in time, manner and form as hereinbefore specified, then the said party of the first part agrees forthwith to convey said premises free of all encumbrances except None

to said party of the second part by good and sufficient deed with covenants of warranty, together with title insurance insuring good marketable title; but in case said party of the second part shall not within said period elect to purchase said premises as aforesaid then this agreement shall at the expiration of said period become at once null and void, and the said party of the first part may and shall retain to first party's own use and benefit all money before that time paid hereunder.

Done at Klamath Falls, Ore., this 29th day of August, 1977

If executed by a corporation, affix corporate seal

JK & Nym



STATE OF OREGON, )  
County of Klamath ) ss.

August 30, 1977

Personally appeared the above named  
HARRY R. WHIGGONER

and acknowledged the foregoing instrument to be HIS voluntary act and deed.

Before me:  
Sheldon J. Fiddell  
Notary Public for Oregon

My commission expires:  
July 30, 1978

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 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:  
Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires:

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 31st day of August, A. D. 1977 at 10:16 o'clock AM.

duly recorded in Vol. M77, of DEEDS on Page 16086

FEE \$ 6.00 Wm D. MILNE, County Clerk

Hazel Drayton

Return  
Paddock Realty  
2972 South 6th  
City

IMPORTANT NOTICE: If the one who gives the above option is a creditor and the one to whom it is given is a customer as those words are defined in the Truth-in-Lending Act and Regulation Z, legal advice should be obtained as to whether Disclosures and other notices are required — and when. For a Notice of Right of Rescission see Stevens-Ness Form No. 1301 and for a Notice of Non-Rescission, Form No. 1303.