CALL REPORT OF ALL M No. 706. CONTRACT-REAL ESTATE-Monthly Payments. MTC #40.28- B STEVENS HESS LA CONTRACT-REAL ESTATE m 37413 Vol. 72 Page 19761 8th/ THIS CONTRACT, Made this 8th/ GEORGE A. PONDELLA JR. and LOLA ULAM September . 19 , between ွန့် , hereinafter called the seller, and JAMES W. FULTON WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the , hereinalter called the buyer, seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-scribed lands and premises situated in Klamath County, State of OREGON, to-wit: A tract of land situated in the SE% of the SW% of Section 34, Township 34 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, more particularly Beginning at the intersection of the Westerly line of LaLakes Avenue and the Southerly line of Falmer Street extended; thence South 30° 30' West 150 feet along the Westerly line of LaLakes Avenue to the True Point of Beginning; thence North 59° 30' West 125 feet; thence South 30° 30' West parallel to the West line of LaLakes Avenue 200 feet; thence South 59° 30' East 125 feet; thence North 30° 30' East 200 feet to the True Point of Beginning, also known as Lots 68, 69, 70 and 71 of SPINKS ADDITION TO for the sum of Three Thousand and 00,100ths \* \* \* \* \* \* Dollars (\$ 3,000.00 ...) (hereinafter called the purchase price), on account of which Six Hundred and 00/100ths Dollars (\$ ...600.00 ...) 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: \$ 2,400.00 ....) to the order of the seller in monthly payments of not less than <u>Filty</u> and 00/100ths Dollars (\$50.00 .....) each, including 7% interest per annum 2 E payable on the 15th/day of each month hereafter beginning with the month of November and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract. , with loss payable first to the seller and then to i or as soon as insured. Now il the buyer shall laid than \$ - 0 - in a company or companies satisfactory to the seller, with loss payable first to the sective interests may appear and all policies of insurance to be delivered to the seller may appear and all policies of insurance to be delivered to the seller may do so and sinsured. Now il the come a part of the debt secured by this contract and shall bear interest at the rate allor may do so and any pay -0-The soller agrees that at his expense and within 30 days from the date hereol, he will lurnish unto buyer a title in (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date or and except the usual printed exceptions and the building and other restrictions and easements now or course, it any. Seller also wirchase price is fully paid and upon request and upon surrender of this afterement, he will deliver a kool and sufficient dee said date placed, permitted or arising by, through or under seller, excepting, however, the said esements and restrictions and the restrictions and leasements now water rents and public charges so assumed by the buyer and lurther excepting all liens and encumbrances created by the buyer or the buyer of the buyer. The buyer has a summed by the buyer and lurther excepting all liens and encumbrances created by the buyer or and the buyer of the buyer. The buyer has a summed by the buyer or and the rents and encumbrances are created by the buyer or the buyer of the buyer. Buyer buyer and the buyer or and the placed public charges to assume by the buyer and the buyer or and the buyer or and by the buyer or buyer buyer or buyer or buyer buyer buyer buyer buyer or buyer buyer or buyer buyer buyer buyer buyer buyer or buyer buyer or buyer or buyer buy (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 a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the sollar MUST comply with the Act and Regulation by making rec for this purpose, usa Stevens-Nass Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in Stevens-Ness Form No. 1307 or similar. 1 GEORGE A. PONDELLA JR. STATE OF OREGON. LOLA ULAM SELLER'S NAME AND ADD County of JAMES W. FULTON I certify that the within instruwas received for record on the day of BUYER'S NAME AND ADDRESS o'clock ...... M., and recorded PACE RESERVED in book on page..... or as FOR MTC file/reel number RECORDER'S US Attn: Marlene Record of Deeds of said county. Witness my hand and seal of County affixed. ad all tax statements shall be sent to the following r. James W. Fulton O. Box 12026 Coyon, Cayif, 92022 Recording Officer Bv Deputy 126.40

A CONTRACTOR OF 19765 And it is understood and adreed between said parties that time is of the essence of this contract, and in Case the buyer shall fail to make the selfer at his option shall have the holins punctually within ten days of the time limited therefor, or fail to keep any advectment beein contained, then said purchase price with the interest theorem time in a mee due and payable and for (3) to lowelase this contract in the oble unpaid principal balance of all rights (7) and in the selfer at his option with the interest theorem the interest theorem and payable and for (3) to lowelase this contract in the oble unpaid principal balance of all rights are all interest contained at the previous and interest contained and and the buyer as assains the where hereunder shall atterpt cause in any of such cause, possession of the premises above described and att atter of the buyer as assains the where hereunder shall atterpt cause and the and the shifts are grined by the buyer because the solution of the original determine and the right to the original determine and the right to the original determine and the right of and any act or earty, or any other act of said selfer to be performing and be right and partiely as it this contract and such payments therefore and the right of the buyer of return, reelamation or in said selfer without any right of the buyer and belong to said selfer at the said selfer in the return are to be return and the right of the buyer of return, reelamation or in said selfer without any right of the time of such default at payments therefore and the right in the return are of said property as absolutely, and the return and such and selfer as the apprent here in the right and the right of the time of such default. And the said welfer, in gree of such default, shall have the right immediately, or at another in a said selfer in the said welfer, in gree of such default, shall have the right immediately, or at another with a said therean of the right, and the said welfer, in gree of such default, shall have the 6 Th his right 1 ceeding h ie buyer lurther agrees that initute by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect hereunder to enforce 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-each of any such provision, or as a waiver of the provision itself. 14. 7.11 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3,000.00 OUNTATATA 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-noun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. lar pronoun be nude, as 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 by its officers duly authorized-thereunto by order of its board of directors. comes 11 ullin 1. 7 GEORGE A. PC PONDELLA JAMES W. FULTON LOLA ala A ULAM lelam NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.03. i te STATE OF OREGON, STATE OF OREGON, County of. ) ) ss. į, County of ...Klmath. ) 55. ... 19 ....October...5... , 19.77. Personally appeared ... and Personally appeared the above named. who, being duly sworn, each for himself and not one for the other, did say that the former is the Janes. W., Fulton; George A. ....... president and that the latter is the Pondella, Jr. and Lola Ulam ..... secretary of and acknowledged the foregoing instru-ment to be their Betore me:) 0 0 mei) arlene Addi Belore me: (OFFICIAL 12 (OFFICIAL SEAL) Notary Public for Oregon Notary Public for Oregon My commision expires 3-22-81 My commission expires: 6 E 1 Section 4 of Chapter 618, Oregon Laws 1975, provides: "(1) All instruments contracting to convey fee tills to any real property, at a time more than 12 months from the date that the instrument is exe-such instruments, or a memorandum thereof, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the tills being conveyed, bound thereby. "(2) Violation of subsection (1) of this section is a Class B misdemeanor." 16-16-5 (DESCRIPTION CONTINUED) FATE OF OREGON; COUNTY OF KLAMATH; ss. his \_\_\_\_\_\_ day of \_\_\_\_\_\_ 142.65 A. D. 19 77 at 0: 20 clock A M., and duly recorded in Vol. \_\_M7Z\_\_\_\_, of \_\_\_Deeds\_\_\_\_\_ 1 .... on Page 19764 We D. MILNE, Sounty Clerk By Bernetha Fee \$6.00  $M_{\rm e} = M_{\rm e} = 0$ 144 可说的时代 WAR STREET MANY YA MAN Step. 6.69 Composition ....