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RECEIVED OF John Ketarkus and Doris T. Ketarkus, March 30, 1977
Husband and Wife hereinafter called purchaser, \$ 1,000.00, as earnest
 money and in part payment for the following described real estate situated in the City of Keno
 County of Klamath, State of Oregon, described as follows, to-wit:
Lot 4, Block 4 Klamath River Sportsmans Estates
Lot 5, Block 4 Klamath River Sportsmans Estates
Lot 6, Block 4 Klamath River Sportsmans Estates

which we have this day sold to the purchaser
 for the sum of Seven Thousand Five Hundred Dollars \$ 7,500.00
 on the following terms, to-wit: The earnest money hereinabove received for \$ 1,000.00
 upon acceptance of title and delivery of deed or delivery of contract \$ 6,500.00
 balance of Six Thousand Five Hundred Dollars \$ 6,500.00
 payable as follows:

Sixty dollars per month - Eight and a half per cent interest
Until paid in full with no penalties for early payoff.

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after notice, with a written statement of defects, is delivered to seller, the earnest money herein received for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale ~~XXXXXXXXXXXX~~ and to make payments promptly, as hereinabove set forth, then the earnest money herein received for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and

all those apparent and common to the Real Estate in the area

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except None are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price: None

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before 1 May, 1977. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Further conditions: None

Ret John Ketarkus
Ashland Star Rt.
Klamath Falls, Ore.

H. Gene Hartig and Tsukie A. Hartig
HARTIG
H. Gene Hartig and Tsukie A. Hartig Owners

I hereby agree to purchase the above property and to pay the price of

Seven Thousand Five Hundred (\$ 7,500.00) Dollars as specified above.

Address Ashland Star Route
Klamath Falls, Oregon 97601
 Phone 884-4062

Purchaser John Ketarkus
Doris T. Ketarkus

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of
October A.D., 1977 at 11:36 o'clock A.M., and duly recorded in Vol. M77
 of Deeds on Page 20701.

FEE \$3.00

WM. D. MILNE, County Clerk

By Bernetha A. Letcher Deputy