39622

177 Mary Company	husband and wife
	, hereinalter called the buyer,
WITNESSETH: That in consideration of the mutual covene	ants and agreements herein contained, the
seller agrees to sell unto the buyer and the buyer agrees to purchase scribed lands and premises situated in Klamath Count	so from the seller all of the following de-
ne nace of section 2, Township 35 South, Ra	ly, State of the Williametre
deridian, Klamath County, Oregon.	**************************************
ubject, however, to the following:	•
. Taxes for the year 1977-78 are now a lien	but not vet payable.
. Rights of the public in and to any portio	n of said premises lying
Unrecorded Contract of Sale dated August	21. 1072 by and become
enry G. Wolli, aka Henry Wolff, Seller, and	George A Dondalin I.
Tyer, walch buyers do not assume and abyee r	A nav and Caller Sumaker
ovenance to and with buyers that the said or	ior morrosce shall be setd
" rull prior to, or at the time this contrac	t is fully naid and that gold
bove described real property will be release ortgage upon payment of this contract.	d from the lien of said
. Unrecorded Contract of Sale dated Novembe	~ 1 1072 hm and bases
eorge A. Pondella, Jr., Seller, and Joe Brun	O And Mary Bruna buchand
nd wile, and mike Sruno, Buyers, which Buyer	R herein do not accume and
gree to pay, and Seller further covenants to	and with Russes that the
ard prior mortgage shall be paid in full pri	or to, or at the time this
continued on reverse olde) that said above de	scribed real property will
for the sum of Thirty-Two Thousand and No/100ths	Dollars (\$ 32.000.00)
(hereinafter called the purchase price), on account of which Six T	housand and No/100the
Dollars (\$6,000.00) is paid on the execution hereof (the receip	ot of which is hereby acknowledged by the
selier); the buyer agrees to pay the remainder of said purchase price of the seller in monthly payments of not less than TWO HUNDI	(to-wit: \$25,000.00 ) to the order
Dollars (\$ 200.00	and NO/1001HS
To preterment formit	(CTC) 3
payable on the day of each month hereafter beginning with	the month of November 1977
and continuing until said purchase price is fully paid. All of said :	purchase price may be spid at any time.
all deferred balances of said purchase price shall bear interest at the	e rate of 817 per cent per annum from
October 1, 1977 until paid, interest to be paid	monthly in addition to
the minimum monthly payments above required. Taxes on said prema	ises for the current far year shall be now
rated between the parties hereto as of the date of this contract.	
The buyer warrants to and covenants with the seller that the real property described  (A) primarily for buyer's personal, lamily, household or agricultural purposes,  (B) for an agricultural property or understood or con-	in this contract is
(B) कि कि विद्यास्त्राता के एक्स में व्यक्त के स्वतंत्रक के कार्यक कर कि विद्यालय के कि विद्यालय के कि विद्यालय	nuntrials purposes tollier than agricultural personer
The buyer shall be entitled to possession of said lands on he is not in default under the terms of this contract. The buyer agrees that at all times he was the said to the said to the said times he was the was the said times he was the said t	vill keep the buildings on said premises, now or hereafter
and all other liens and save the seller harmless therefrom and reimburse seller for all costs an such liens; that he will nay all layes hereafter levied adainst said property as well and all ones.	d attorney's fees incurred by him in defending against any
The buyer shall be entitled to possession of said lands on he is not in default under the terms of this contract. The buyer agrees that at all times he we need to default under the terms of this contract. The buyer agrees that at all times he we received the said of the	hereol become past due; that at buyer's expense, he will damage by fire (with extended coverage) in an emount
not less than 2 NOTE: in a company or companies satisfactory to the seller wi	The state of the s
	th face accepts for an about the contract of the contract of
their respective interests may appear and all policies of insurance to be delivered to the siller or such lieful, cods, water rends, tases, or charges or to produce and pay for such insurance, to and become a part of the debt secured by this contract and shall bear interest at the rate a the seller for buyer's breach of contract.	in loss payable first to the seller and then to the buyer as is soon as insured. Now it the buyer shall lail to ney any eller may do so and any payment so made shall be added loresaid, without waiver, however, of any right arising to
not less than 3 NONE  in a company or companies satisfactory to the seller, with their respective interests may appear and all policies of insurance to be delivered to the seller a such liefs, couls, water rents, tases, or charges or to produce and pay for such insurance, the set to and become a part of the debt secured by this contract and shall bear interest at the rate a the seller or buyer a breach of contract.  The seller agrees that at his expense and within 30 days from the date her	th loss payable first to the seller and then to the buyer as is soon as insured. Now if the buyer shall lail to ney any eller may do so and any payment so made shall be added aloresaid, without waiver, however, of any right arising to teol, he will furnish unto buyer a title insurance policy in-
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The seller strees that at his expense and within 30 days from the date her suring tin an amount equal to taid purchase points) that he had not not to said premises in save and except the usual principle exception and to building and are restrictions and easen asid purchase price is fully paid and upon request and upon autrendes restrictions and easen asid purchase price is fully paid and upon request and upon autrendes premises in the simple unto the buyer, his heirs and assigns, free and clear of encumbrance increased date placed, permitted or arising by, through or under seller, excepting all liens and increased date placed, permitted or arising by, through or under seller, excepting all liens and liens, water rents and public charges so essumed by the buyer and further excepting all liens and (Continued on the liens, water rents and public charges so essumed by the buyer and further excepting all liens and (Continued on the liens, water rents and public charges so essumed by the buyer and further excepting all liens and excepting all liens and (Continued on the liens) and (Continued on the liens and (Continued on the liens) and (Continued on the	ith loss payable first to the seller and then to the buyer as seven as insured. Now if the buyer shall laid to be any any seller may do so and any payment so made shall be added libreaad, without waiver, however, of any right arising to recol, he will furnish unto buyer a title insurance policy into the seller on or subsequent to the date of this afterement, ments now of record, it any. Seller also afteres that when the seller on or subsequent to the date of this afterement, ments now of record, it any. Seller also afteres that when the seller on the seller of the seller hereof and free and circle of the seller hereof and free and circle of the seller hereof and free and circle of the seller in the seller has a self-seller and restrictions and the text, municipal of encumbrances created by the buyer or his assign.  It applicable, it wormenty (A) is applicable and if the seller is the seller in the s
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OFFICIAL SEAL Hitaultus SALLY K. NEFF. LOS ANGELES COUNTY
My comm. explies JAN 16, 1933
The true and actual consideration paid for this transfer, stated in terms of dollars, is 3. 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. Truke Brung Mike Bruno
Mike Bruno Mary Bound nes between the symbols ①, if not STATE OF GREECEN, CALIFORNIA STATE OF OREGON, County of County of Law angeles Personally appeared each for himseli and not one for the other, did say that the former is the ......president and that the latter is the Mike Bruno ..secretary of . 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 suthority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: and acknowledged the foregoing instrutheir voluntary act and deed. FICIAL SEAL
NOTARY MULIC TOMPOSITIONS California Notary Public for Oregon My comm. explice JAN 16 1989 Jan 16,81 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 instrument is and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the a ner of the title being convenient of deeds, by the a ner of the title being convenients, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties "(2) Violation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) be released from the lien of said mortgage upon payment of this contract. STATE OF OFFERM CALIFORNIA County of LOS Angelis BE IT REMEMBERED, That on this day of September before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ........James R. Spencer and Stella Spencer, husband and wife, known to me to be the identical individual a described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Sund Notary Public for Segura OFFICIAL SEAL OFFICIAL SEAL
RUSSELL G. BENNETT, JR.
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY My Commission expires ission Expires December 16, 1979 STATE OF OREGON; COUNTY OF KLAMAIH; ss. I hereby certify that the within instrument was received and filed for record on the 28th clay of NOVEMBER A.D., 19 77 at 3;38 o'clock P.M., and duly recorded in Vol M77 \_\_\_\_on Page\_\_23042\_\_. WM. D. MILNE, County Clerk
By Dernethar Selsch FEE \$ 6.00

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NA.