

40132

## TWO RIVERS NORTH

23781

## CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this 26th day of Nov., 1977, between D-CHUTES ESTATES OREGON LTD., herein called Seller, and W. J. and Leatrice J. McGillivrey herein called Buyer

## AGREEMENT:

Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as: Lot 11, Block 15, Tract No. 1042, Two Rivers North, situated in Section 36, T 25 S, and Section 1, T 26 S, R 7 E, W. M., Klamath County, Oregon

## PURCHASE PRICE:

Shall be paid as follows:

(a) Cash Price	\$ 4,195.00
(b) Down Payment (cash check note other)	\$ 795.00
(c) Unpaid Balance of Cash Price	
(Amount to be financed) (line a minus line b)	
(d) FINANCE CHARGE <u>6.5% Rec. 19.00 Extra</u>	\$ 3,400.00
(e) OTHER CHARGES	\$ 1,298.24
(f) ANNUAL PERCENTAGE RATE	\$ 25.00
(g) Deferred Payment Price (a+d+e)	\$ 5,493.24
(h) Total of Payments (c+d+e)	\$ 4,698.24

Buyer will pay the remainder of the purchase price, with interest on the declining outstanding balance at 8 1/2 % in 96 equal monthly payments of eight and one half Dollars and on the same day of each succeeding calendar month thereafter until the entire unpaid balance of the purchase price has been paid to Seller. (If Buyer pays the entire balance within six months from date of this Agreement, Seller will give credit for all interest previously paid and waive all unpaid accrued interest. Buyer may at any time prepay the entire principal balance without penalty or payment of the unearned interest.) Payable at the office of the Seller, P.O. Box 792, Bend, Oregon 97701

"NOTICE" See other side for Important Information

This property will be used as principal residence (See Sec. 2 of Truth & Lending Act) initial: This property will not be used as principal residence initial: Buyer represents that he has personally been on the property described herein initial:

## NOTICE TO BUYER

You have the option to void your contract or agreement by notice to the Seller if you do not receive a property report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you receive the property report less than 48 hours prior to signing the contract or agreement you have the right to revoke the contract or agreement by notice to the Seller until midnight of the third business day following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas.

SELLER D-CHUTES ESTATES OREGON LTD. BUYER

Broker Dan David & Assoc. Ltd.

Address PO Box 58 Crescent Lake, Ore.

Salesman Dan David

By Barbara A. Bedard  
General Partner

Leatrice J. McGillivrey  
SEND TAX STATEMENTS TO THE BUYERS

STATE OF OREGON

AT 2645 Country Lane

County of Klamath

ss. Eugene, Or. 97401

Nov. 26, 1977

Date

Personally appeared the above-named BARBARA A. BEDARD, General Partner for D-CHUTES ESTATES OREGON LTD., and acknowledging the foregoing instrument to be her voluntary act. Before me

Dan David  
Notary Public for Oregon

STATE OF OREGON

My Commission expires: XXXXXX  
Dec. 20, 1977

County of Klamath

ss.

Nov. 26, 1977

Date

Personally appeared the above-named Mr. & Mrs. McGillivrey and acknowledged the foregoing instrument to be joint voluntary act. Before me

Dan David  
Notary Public for Oregon

After recording return to:

Central Oregon Escrow Ser.

358 East Marshall Bend, Ore.

My Commission expires: Dec. 20, 1977

23782

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of December A.D., 19 77 at 11:25 o'clock A M., and duly recorded in Vol. N77 of Deeds on Page 23781.

FEE \$6.00

WM. D. MILNE, County Clerk

By Kenneth A. Seloch Deputy