

TWO RIVERS NORTH

CONTRACT FOR THE SALE OF REAL ESTATE Vol. 178 Page 1

THIS AGREEMENT, made this 14th day of March, 1978, between D-CHUTES ESTATES OREGON LTD., herein called Seller, and Clifford C. & Judith Haigler and John Pollard & Eva Marie Pollard herein called Buyer:

AGREEMENT:

Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as: Lot 12, 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 | \$ <u>4,195.00</u> |
| (b) Down Payment: (cash check note other) Paid 2-19-78 | \$ <u>795.00</u> |
| (c) Unpaid Balance of Cash Price | \$ <u>3,400.00</u> |
| (Amount to be financed) (line a minus line b) | \$ <u>1,298.24</u> |
| (d) FINANCE CHARGE | \$ <u>25.00</u> |
| (e) OTHER CHARGES \$6.00 Recording, \$19.00 Escrow | \$ <u>8 1/2 %</u> |
| (f) ANNUAL PERCENTAGE RATE | \$ <u>5,493.24</u> |
| (g) Deferred Payment Price (a+d+e) | \$ <u>4,698.24</u> |
| (h) Total of Payments (c+d+e) | \$ <u>eight and one half 48.94</u> |

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 48.94 Dollars, first payment due March 19, 1978 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. Z 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, Or.

Salesman

By Barbara A. Bedard
General Partner

SEND TAX STATEMENTS TO THE BUYERS

AT 1727 Cardinal Way

STATE OF OREGON)

) ss.

Eugene, Oregon 97401

County of Lane

March 15, 1978

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:

Notary Public for Oregon

STATE OF OREGON)

) ss.

My Commission expires: Dec. 28, 1981

County of Lane

March 15, 1978

Date

Personally appeared the above-named Clifford & Judith Haigler and acknowledged the foregoing instrument to be thier voluntary act. Before me

After recording return to:

Central Oregon Escrow Service

358 East Marshall

Bend, Oregon 97701

Notary Public for Oregon

My Commission expires Dec. 28, 1981

Warranty of Title:

Seller warrants and represents to Buyer that Seller owns the property in fee simple free from all encumbrances except such as are noted on the title insurance policy and that Seller has the right to convey the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Warranty of Title:

Seller warrants and represents to Buyer that Seller owns the property in fee simple free from all encumbrances except such as are noted on the title insurance policy and that Seller has the right to convey the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Payment of Seller's Taxes:

Seller warrants that Seller will pay all taxes and assessments on the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Payment of Taxes and Other Liens:

Seller warrants that Seller will pay all taxes and assessments on the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Removal of Improvements:

Seller warrants that Seller will remove all improvements on the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Use of Property:

Seller warrants that Seller will use the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Buyer's Obligations:

Buyer warrants that Buyer will pay all taxes and assessments on the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

Buyer's Remedies:

Buyer warrants that Buyer will pay all taxes and assessments on the property in fee simple free from all encumbrances except such as are noted on the title insurance policy.

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~on~~ March 21st day of March A. D. 19 78 at 11:56 AM, on

fully recorded in Vol. M78 of Deeds on Page 5363

Wm D. MILNE, County Clerk

By Bernetha J. Felsch

Fee \$6.00