

# TWO RIVERS NORTH

CONTRACT FOR THE SALE OF REAL ESTATE Vol. Mc 78 Page         

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 \$ 4,195.00
- (b) Down Payment: (cash check note other) Paid 2-19-78 \$ 795.00
- (c) Unpaid Balance of Cash Price \$ 3,400.00
- (d) FINANCE CHARGE (Amount to be financed) (line a minus line b) \$ 1,298.24
- (e) OTHER CHARGES \$6.00 Recording, \$19.00 Escrow \$ 25.00
- (f) ANNUAL PERCENTAGE RATE 8 1/2 %
- (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 eight and one half percent 48.94 in 96 equal monthly payments of 48.94 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. 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 SEND TAX STATEMENTS TO THE BUYERS  
General Partner 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 ) 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 their voluntary act. Before me

After recording return to:

Central Oregon Escrow Service Notary Public for Oregon  
358 East Marshall My Commission expires Dec. 28, 1981  
Bend, Oregon 97701

111 190  
178 1100 74

ck  
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Warranty of Title: The Seller warrants that the title to the property is good and clear, subject to the liens and encumbrances shown on the title insurance policy...

Payment of Seller's Liens: The Seller warrants that all liens and encumbrances against the property have been paid in full...

Payment of Taxes and Other Liens: The Seller warrants that all taxes and other liens against the property have been paid in full...

General & Improvements: The Seller warrants that the property is in good condition and free from all defects...

Use of Property: The property shall be used for the purposes stated in the contract...

Other Provisions: The Seller warrants that the property is not subject to any other liens or encumbrances...

Seller's Representations: The Seller represents that the information provided in this contract is true and accurate...

Buyer's Representations: The Buyer represents that the information provided in this contract is true and accurate...

Assignment: The Buyer may assign this contract to any other party...

Force Majeure: This contract shall be void if the property is destroyed by fire or other casualty...

Entire Agreement: This contract constitutes the entire agreement between the parties...

Severability: If any provision of this contract is held to be unenforceable, the remaining provisions shall survive...

Payment of Costs: The Buyer shall pay all costs of recording this contract...

Attorney's Fees: In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees...

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Subscribed for record ~~at~~ this 21st day of March, A. D. 19 78 at 11:56 AM, on July recorded in Vol. N78, of Deeds, on Page 5363

Wm D. MILNE, County Clerk  
By Bernetha J. Beloch

Fee \$6.00