

THIS CONTRACT, Made this 15th day of December, 1977, between Winifred L. Emrich, hereinafter called the seller,

and Charles W. Willis & Marilyn H. Willis, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-

scribed land and premises situated in Klamath County, State of Oregon, to-wit:

Township 36 South, Range 10 East, Willamette Meridian Section 3: that part of Northwest 1/4 that lays Northeastly of Sprague River Highway excepting therefrom the Easterly 990' and the Westerly 990'.

Subject to mortgages, rights of way, easements of record, those apparent on the land and Subsurface rights reserved by previous owners excepting

for the sum of Fourteen Thousand Dollars (\$ 14,000.00), has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit: \$159.00 or more per mo. including 9% per annum beginning Dec. 15, 1977 and monthly until paid.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in-terest at the rate of Nine per cent per annum from this date until paid, said interest to be paid monthly and * the minimum regular payments above required. Taxes on said

premises for the current fiscal year shall be pro-rated between the parties hereto as of the date of this contract is

The buyer warrants to and covenants with the seller that the real purposes, (A) primarily for buyer's personal family; household or agricultural purposes, (B) for an occupation or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on December 15, 1977, and may retain such possession so long as he is not in default under the terms hereof. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not waste or permit any waste or strip thereof; that he will keep said premises free from mechanics' and all other liens and cove the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes heretofore levied against said property, as well as all water rents, public charges and municipal liens which hereafter law-fully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than

\$100,000 and shall cause same to be insured. Now if the buyer shall fail to pay any such taxes, water rents, or charges or of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such taxes, water rents, or charges or of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such taxes, water rents, or charges or of insurance to be delivered to the seller as soon as insured.

The said described premises are now subject to a contract or a mortgage (the word mortgage as used herein includes within its meaning a trust deed) recorded in the Deed*, Mortgage*, Miscellaneous* Records of said county in book (as Title Report) and no more, with

(reference to which hereby is made) on which the unpaid principal balance at this time is \$ N.A. (as Title Report) and no more, with

interest paid to Current 1977, payable in installments of not less than \$ N.A. per month, beginning on the 15th day of December, 1977, and continuing until the principal and interest thereon is paid in full.

The seller agrees that at his expense (price) marketable title in the seller of or subsequent to the date of this agreement, saying (an amount equal to said purchase price) the building and other restrictions and encumbrances, if any, and the said contract or mort-

gage, Seller also agrees that upon the purchase price is fully paid and upon request and upon execution of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof except-ing, however, the said easements and restrictions, and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or assigns.

IMPORTANT NOTICE: Before this contract is signed, the buyer must read and understand the provisions of the Act and Regulation by making required disclosures; for this purpose, the Seller shall provide the buyer with a copy of the Act and Regulation. If the buyer does not read and understand the provisions of the Act and Regulation, the contract shall be void.

Winifred L. Emrich, 1931 E. Arroyo Drive, Glendale, Ca. 91208

Charles W. Willis & Marilyn H. Willis, 1027 W. Angelino Avenue, Burbank, Ca. 91506

After recording return to: Winifred L. Emrich, 1931 E. Arroyo Drive, Glendale, Ca. 91208

Charles W. Willis & Marilyn H. Willis, 1027 W. Angelino Avenue, Burbank, Ca. 91506

STATE OF OREGON, County of I certify that the within instru-

ment was received for record on the day of 1977, at o'clock M., and recorded in book on page or as file/reel number

Record of Deeds of said county. Witness my hand and seal of County of

Recording Officer Deputy

[illegible][illegible]

091000K' C9' 81208
TOSI M' VUBGIIUO VAGURS
C99L GZ

14,000.00

① However, the actual consid-

163-10 The buyer, further, agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect the right hereunder to enforce the same, nor shall any waiver by the seller of any breach of any provision hereof be held to be a waiver of any such breach of any such provision or of the provision itself. In case suit or action is instituted to enforce this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be paid by the seller in any such suit or action. If an appeal is taken from any judgment or decree of such trial court, the buyer agrees to pay such sum as the appellate court may adjudge reasonable as attorney's fees on such appeal. It is understood that the seller or the buyer may be a party to such suit or action, and that the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and individuals.

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.

Wm. Fred L. Easch
Charles W. Willis
Marilyn H. Willis

NOTE: The defendant appears on the summons (1), if not applicable, attach an affidavit, see Rule 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20, 12.21, 12.22, 12.23, 12.24, 12.25, 12.26, 12.27, 12.28, 12.29, 12.30, 12.31, 12.32, 12.33, 12.34, 12.35, 12.36, 12.37, 12.38, 12.39, 12.40, 12.41, 12.42, 12.43, 12.44, 12.45, 12.46, 12.47, 12.48, 12.49, 12.50, 12.51, 12.52, 12.53, 12.54, 12.55, 12.56, 12.57, 12.58, 12.59, 12.60, 12.61, 12.62, 12.63, 12.64, 12.65, 12.66, 12.67, 12.68, 12.69, 12.70, 12.71, 12.72, 12.73, 12.74, 12.75, 12.76, 12.77, 12.78, 12.79, 12.80, 12.81, 12.82, 12.83, 12.84, 12.85, 12.86, 12.87, 12.88, 12.89, 12.90, 12.91, 12.92, 12.93, 12.94, 12.95, 12.96, 12.97, 12.98, 12.99, 13.00, 13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.18, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.25, 13.26, 13.27, 13.28, 13.29, 13.30, 13.31, 13.32, 13.33, 13.34, 13.35, 13.36, 13.37, 13.38, 13.39, 13.40, 13.41, 13.42, 13.43, 13.44, 13.45, 13.46, 13.47, 13.48, 13.49, 13.50, 13.51, 13.52, 13.53, 13.54, 13.55, 13.56, 13.57, 13.58, 13.59, 13.60, 13.61, 13.62, 13.63, 13.64, 13.65, 13.66, 13.67, 13.68, 13.69, 13.70, 13.71, 13.72, 13.73, 13.74, 13.75, 13.76, 13.77, 13.78, 13.79, 13.80, 13.81, 13.82, 13.83, 13.84, 13.85, 13.86, 13.87, 13.88, 13.89, 13.90, 13.91, 13.92, 13.93, 13.94, 13.95, 13.96, 13.97, 13.98, 13.99, 14.00, 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20, 14.21, 14.22, 14.23, 14.24, 14.25, 14.26, 14.27, 14.28, 14.29, 14.30, 14.31, 14.32, 14.33, 14.34, 14.35, 14.36, 14.37, 14.38, 14.39, 14.40, 14.41, 14.42, 14.43, 14.44, 14.45, 14.46, 14.47, 14.48, 14.49, 14.50, 14.51, 14.52, 14.53, 14.54, 14.55, 14.56, 14.57, 14.58, 14.59, 14.60, 14.61, 14.62, 14.63, 14.64, 14.65, 14.66, 14.67, 14.68, 14.69, 14.70, 14.71, 14.72, 14.73, 14.74, 14.75, 14.76, 14.77, 14.78, 14.79, 14.80, 14.81, 14.82, 14.83, 14.84, 14.85, 14.86, 14.87, 14.88, 14.89, 14.90, 14.91, 14.92, 14.93, 14.94, 14.95, 14.96, 14.97, 14.98, 14.99, 15.00, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, 15.23, 15.24, 15.25, 15.26, 15.27, 15.28, 15.29, 15.30, 15.31, 15.32, 15.33, 15.34, 15.35, 15.36, 15.37, 15.38, 15.39, 15.40, 15.41, 15.42, 15.43, 15.44, 15.45, 15.46, 15.47, 15.48, 15.49, 15.50, 15.51, 15.52, 15.53, 15.54, 15.55, 15.56, 15.57, 15.58, 15.59, 15.60, 15.61, 15.62, 15.63, 15.64, 15.65, 15.66, 15.67, 15.68, 15.69, 15.70, 15.71, 15.72, 15.73, 15.74, 15.75, 15.76, 15.77, 15.78, 15.79, 15.80, 15.81, 15.82, 15.83, 15.84, 15.85, 15.86, 15.87, 15.88, 15.89, 15.90, 15.91, 15.92, 15.93, 15.94, 15.95, 15.96, 15.97, 15.98, 15.99, 16.00, 16.01, 16.02, 16.03, 16.04, 16.05, 16.06, 16.07, 16.08, 16.09, 16.10, 16.11, 16.12, 16.13, 16.14, 16.15, 16.16, 16.17, 16.18, 16.19, 16.20, 16.21, 16.22, 16.23, 16.24, 16.25, 16.26, 16.27, 16.28, 16.29, 16.30, 16.31, 16.32, 16.33, 16.34, 16.35, 16.36, 16.37, 16.38, 16.39, 16.40, 16.41, 16.42, 16.43, 16.44, 16.45, 16.46, 16.47, 16.48, 16.49, 16.50, 16.51, 16.52, 16.53, 16.54, 16.55, 16.56, 16.57, 16.58, 16.59, 16.60, 16.61, 16.62, 16.63, 16.64, 16.65, 16.66, 16.67, 16.68, 16.69, 16.70, 16.71, 16.72, 16.73, 16.74, 16.75, 16.76, 16.77, 16.78, 16.79, 16.80, 16.81, 16.82, 16.83, 16.84, 16.85, 16.86, 16.87, 16.88, 16.89, 16.90, 16.91, 16.92, 16.93, 16.94, 16.95, 16.96, 16.97, 16.98, 16.99, 17.00, 17.01, 17.02, 17.03, 17.04, 17.05, 17.06, 17.07, 17.08, 17.09, 17.10, 17.11, 17.12, 17.13, 17.14, 17.15, 17.16, 17.17, 17.18, 17.19, 17.20, 17.21, 17.22, 17.23, 17.24, 17.25, 17.26, 17.27, 17.28, 17.29, 17.30, 17.31, 17.32, 17.33, 17.34, 17.35, 17.36, 17.37, 17.38, 17.39, 17.40, 17.41, 17.42, 17.43, 17.44, 17.45, 17.46, 17.47, 17.48, 17.49, 17.50, 17.51, 17.52, 17.53, 17.54, 17.55, 17.56, 17.57, 17.58, 17.59, 17.60, 17.61, 17.62, 17.63, 17.64, 17.65, 17.66, 17.67, 17.68, 17.69, 17.70, 17.71, 17.72, 17.73, 17.74, 17.75, 17.76, 17.77, 17.78, 17.79, 17.80, 17.81, 17.82, 17.83,

Personally appeared the above named _____ each for himself and not one for the other, did say that the former is
Charles W. Willis _____ president and that the latter is
Marlin E. Willis _____ secretary of _____

and acknowledged the foregoing instrument to be its voluntary act and deed.

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 authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL) *[Signature]* Notary Public for Oregon
Notary Public for California
My commission expires July 9, 1979

OFFICIAL SEAL
PATRICIA A. ACQUAN
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires July 9, 1979

10-10-68

STATE OF CALIFORNIA
County of Los Angeles

3/10 1978

Winifred L. Smith

and acknowledged the foregoing instrument to be his own free, voluntary act and deed.

Before me: I, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(OFFICIAL SEAL) *July 11, 1964*
Notary Public for California
My commission expires _____

MARY ELLEN JONES, JR. is a resident of the County of Los Angeles, California.
 My commission expires MAR 20, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of

_____ April _____ A.D., 1978 at 11:00 o'clock _____ A. M., and duly recorded in Vol. 178
of _____ Duesin _____ on Page 642.

FEE 16.00

