

46286

MTC 1396 Vol. 11
TWO RIVERS NORTH

7232

CONTRACT FOR THE SALE OF REAL ESTATE enclosing Statement

THIS AGREEMENT, made this 8th day of April, 19 78, between D-CHUTES ESTATES OREGON LTD., herein called Seller, and Duane Maddux and Betty Humphrey herein called Buyer:

AGREEMENT:

Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as: Lot 14, 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>4,995.00</u> |
| (b) Down Payment: (cash <u>check</u> note other) | \$ <u>1,995.00</u> |
| (c) Unpaid Balance of Cash Price | |
| (Amount to be financed) (line a minus line b) | \$ <u>3,000.00</u> |
| (d) FINANCE CHARGE | \$ <u>1,295.04</u> |
| (e) OTHER CHARGES \$6.00 Recording, \$18.00 Escrow | \$ <u>24.00</u> |
| (f) ANNUAL PERCENTAGE RATE | <u>9 1/2</u> % |
| (g) Deferred Payment Price (a+d+e) | \$ <u>6,290.04</u> |
| (h) Total of Payments (c+d+e) | \$ <u>4,295.04</u> |

Buyer will pay the remainder of the purchase price, with interest on the declining outstanding balance at percent (9 1/2 %), in 96 equal monthly payments of nine 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.

This property will be used as principal residence (See Sec. 2 of Truth & Lending Act) principal residence initial XM Buyer represents that he has personally been on the property described herein initial XM

"NOTICE" See other side for Important Information

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

By Barbara A. Bedard
General Partner

X Betty Humphrey
SEND TAX STATEMENTS TO THE BUYERS

STATE OF OREGON

County of Klamath) ss.

April 8, 1978, Date

AT 2466 Jeppeson Acres
Eugene, Oregon 97401

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,

[Signature]
Notary Public for Oregon

STATE OF OREGON

County of Klamath) ss.

April 8, 1978, Date

My Commission expires: Dec. 28, 1981

Personally appeared the above-named Duane Maddux and Betty Humphrey and acknowledging the foregoing instrument to be their voluntary act. Before me,

After recording return to:

Central Oregon Escrow Service
358 East Marshall
Bend, Oregon 97701

[Signature]
Notary Public for Oregon

My Commission expires: Dec. 28, 1981

8387

7223

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of April A.D., 19 78 at 11:39 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 7232.

FEE \$6.00

WM. D. MILNE, County Clerk
By Samuel H. Litch Deputy