

THIS CONTRACT, Made this 15 day of May, 1978, between
ELLIS KAY PARKER and MYRTLE ESTEL PARKER, husband and wife
and ALPHONSO C. CIONGOLI and MARLENE J. CIONGOLI, husband and wife

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 lands and premises situated in Klamath County, State of OREGON, to-wit:

Lot 6, Block 50, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS,
in the County of Klamath, State of Oregon.

SUBJECT TO:

1. Regulations, including levies, liens and utility assessments of the
City of Klamath Falls, OR.
2. An easement created by instrument, including the terms and provisions
thereof,

Dated: May 3, 1930
Recorded: June 12, 1930 Book: 91 Page: 340
In favor of: City of Klamath Falls
Across: The Southerly portion of Lot 6

for the sum of TWENTY THOUSAND AND no/100 Dollars (\$20,000.00)
(hereinafter called the purchase price), on account of which FOUR THOUSAND AND no/100
Dollars (\$4,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$16,000.00) to the order
of the seller in monthly payments of not less than One Hundred Fifty and no/100
Dollars (\$150.00) each, including interest

payable on the 15th day of each month hereafter beginning with the month of June, 1978,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
all deferred balances of said purchase price shall bear interest at the rate of 8.5 per cent per annum from
MAY 15, 1978 until paid, interest to be paid monthly and * (in addition to)
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is
*(A) primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on 19 and may retain such possession so long as
he is not in default under the terms of this contract. 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 suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's
and all other liens and save 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 hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past 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 \$ 16,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
such premiums, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added
to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 10 days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement.
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender 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 and free and clear of all encumbrances
since said date placed, permitted or arising by, through or under seller, excepting, 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 his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of
said purchase price and interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,
possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act
of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid
on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said
premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or thereo belonging.

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
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-
ceeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000.00.

In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract as requires, the singu-
lar pronoun shall be taken to mean and include the plural, the masculine and 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 to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
dersigned 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.

BUYERS
ALPHONSO C. CIONGOLI
MARLENE J. CIONGOLI

SELLERS
ELLIS KAY PARKER
MYRTLE ESTEL PARKER

*Delete, in whole or in part, whichever provision (A) or (B) is not applicable. If war-
ranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the
Truth-in-Lending Act and Regulation Z unless the contract will become a first lien to finance the purchase
of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (A) and (B) is not applicable, should be deleted; see Oregon Re-
vised Statutes, Section 93.030, (Notarial acknowl-
edgment on reverse).

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FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 15 day of May, 1978,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Alphonso C. Giorgoli, Marlene J. Giorgoli &
Ellis Kay Parker & Myrtle Estel Parker

known to me to be the identical individual... described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Donna A. Rick
Notary Public for Oregon.
My Commission Expires 7/21/79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Transamerica Title
on 16 day of May, A. D. 1978 at 10:36 o'clock A., and
fully recorded in Vol. M 78, of Deeds on Page 10158
Fee \$6.00

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

Return T-A