

49237

## TWO RIVERS NORTH

Vol. <sup>M</sup> 78 Page 11541

## CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this 27th day of May, 19 78, between D-CHUTES ESTATES OREGON LTD., herein called Seller, and Kristian and Birgit Sand herein called Buyer:

## AGREEMENT:

Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as: Lot 18, Block 5, 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	\$ 4,995.00
(b) Down Payment: (cash check note other)	\$ 995.00
(c) Unpaid Balance of Cash Price	
(Amount to be financed) (line a minus line b)	\$ 4,000.00
(d) FINANCE CHARGE	\$ 1,726.40
(e) OTHER CHARGES \$6.00 Recording, \$19.00 Escrow	\$ 25.00
(f) ANNUAL PERCENTAGE RATE	9 <sup>1</sup> / <sub>2</sub> %
(g) Deferred Payment Price (a+d+e)	\$ 6,221.40
(h) Total of Payments (c+d+e)	\$ 5,726.40

Buyer will pay the remainder of the purchase price, with interest on the declining outstanding balance at percent ( 9 <sup>1</sup>/<sub>2</sub> % ), in 96 equal monthly payments of 59.65 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

General Partner

STATE OF OREGON

County of Klamath

May 27th, 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:

Dan David  
Notary Public for Oregon

STATE OF OREGON

County of Klamath

May 27th, 1978

My Commission expires: Dec. 28, 1981

Personally appeared the above-named Kristian & Birgit Sand and acknowledged the foregoing instrument to be their voluntary act. Before me:

After recording return to:

Central Oregon Escrow Service

Bend, Oregon 97701

358 East Marshall

Dan David  
Notary Public for Oregon

My Commission expires: Dec. 28, 1981

00257880

11541

11542 TCSRE

**Warranty of Possession.**

Buyer shall be entitled to possession of the property at the date of this contract and shall have the right to possession so long as Buyer is not in default of the terms of this contract.

**Buyer's Inspection:**

Buyer has examined the property, and is satisfied with the same, and in its present condition, and has not been misled by any warranties or representations made by the seller or by any agent of the seller.

**Warranty of Title.**

Seller warrants and represents to Buyer that seller owns the property in fee simple free from all encumbrances except subject to restrictions on the plat from the United States Government and the State of Oregon, and in the dedication on the plat the regular and lawful owners of the same, and restrictions of record in the official files of the County of Klamath, Oregon.

**Payment of Seller's Liens:**

Seller warrants that seller will pay all taxes, liens, judgments or other claims against the property, including all taxes, liens, judgments or other claims against the same, and will pay the same on or before the date of the closing of the property.

**Payment of Taxes and other Liens.**

Buyer will pay all taxes, liens, judgments or other claims against the property, including all taxes, liens, judgments or other claims against the same, and will pay the same on or before the date of the closing of the property.

**Removal of Improvements.**

Buyer agrees not to remove or alter any improvements on the property, and will pay the cost of removal of any improvements on the property.

**Use of Property.**

Buyer agrees not to use the property for any purpose other than the use specified in the plat, and will pay the cost of removal of any improvements on the property.

**Buyer's Deed.**

When Buyer has paid the purchase price, the deed shall be delivered to Buyer, and Buyer shall execute a deed to Seller, and the deed shall be recorded in the official files of the County of Klamath, Oregon.

Buyer agrees to execute a deed to Seller, and the deed shall be recorded in the official files of the County of Klamath, Oregon.

**Seller's Remedies:**

In the event Buyer fails to pay the purchase price, or fails to execute a deed to Seller, or fails to record the deed, Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

Seller shall be entitled to the purchase price with interest, and to the cost of removal of any improvements on the property.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 31st day of May A.D., 1978 at 10:58 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 11541.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernetha D. Ritsch Deputy