| - | 49867 | CONTRACT_REAL ESTATE |
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| THIS C | CONTRACT NO 1 | 7th Vol. 70 Page 12459 |
| James | B F. Inman, Jr. | III June 18 June 1978 between |
| of the County | of Klamath | |
| the first party | , and Derek B. Ve | ogel and Marcella J. Vogel, husband and wife |
| | | |
| WITNE | SSETH, That in consider | d State of Oregon |
| ing described r | specified, the first party he | ration of the stipulations herein contained and the payments to be made ereby agrees to sell, and the second party agrees to purchase, the follow- County of Klamath, State of Oregon to-wit: At Course of file in the office of file, |
| LLOLS and 7 | Billie, andale in the C | ounty of Klamath "Brees to purchase, the follow |
| County Clerk | of Klamath Coun | RST ADDITION to the City of Klamath Falls, at thereof on file in the office of the |
| Sever un | the fol | lowing: |
| 2. Unrecord | e charges, if an | y, due to the City of your |
| Gladve Mann | Malgery B. Mohon | ey, as Seller and Job P. March, 1971, by |
| described | nusband and | wife, as Purchasons Stwart Cox and |
| recorded Apr | 11 1, 1975 in Vo | nced by Contract dated January 31, 1975 and lume M75, page 3464, Microfilm Records of ument see reverse side of this |
| for the sum of 1 | fion of this docu | lume M75, page 3464, Microfilm Records of ument see reverse side of this contract) |
| On account of " | which IWO Thoucom | |
| is paid on the e | xecution hereof (the recei | and No/100thsDollars ($\frac{14}{500.00}$) ipt of which is hereby acknowledged by the first party), and the re- it party with interest at the rate of $\frac{97}{5000000000000000000000000000000000000$ |
| June – | the ender of the nrs | I party with interest of the second party), and the re- |
| Consideration | or | The dates and in the form |
| Inman, Ir TT | T | described as Free for the Certain Contract |
| unpaid balans | , j b co beve | Try Lewis at Bar and a south - James F. |
| remaindar to | the second by t | ne First National was a start of 1970, which |
| amounts as fo | 11 co che o | rder of the Seller is of Gregon; and the |
| the rate of 9 | Z from June 7, | rder of the Seller at the times and the \$2,281.42 due and payable plus interest at 1978, on September 5, 1979. |
| | · · · | s, on September 5, 1979. |
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| The buyer (also ⁶ (A) primarily fr (D) Forem organization Tasts for the cur of the premises, hereby said premises, all promp | called second party) warrants to a or buyer's personal, family, househ miration or (corright by persistent per trent tax year shall be proristed t agrees to pay all taxes hereafter | and covenants with the seller that the real property described in this contract is old or agricultural purposes, them-pream) in-for-business or any more in-purposes other than agricultural purposes. Between the parties hereto as of the date of this contract. The more fully as a purposes. |
| The buyer (also °(A) primarily fi (B) For on organ Tases for the cui of the premises, all promp tail premises, all promp tail premises, all promp tail premises insured in in SUIT A b 1 e time to company or company | called second party) warrants to a or buyer's personal, family, househi miration on (sympl-bayer-is-a-ma irrent tax year shall be prorated to agree to pay all taxes hereafter ily and before the same or any p layer of the first party against to UR sature | and covenants with the seller that the real property described in this contract is old or agricultural purpuses, itsel-prevention where the seller than agricultural purpuses, hevied and all public and municipal lies and assessments hereafter lawfully imposed upon part thereof become past due, that he will keep all buildings now or hereafter rected on one or damage by fire (with estended covergark) in consideration |
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April 2012 14 The first party agrees that at his exponse and within 30 days form the date hereof, he will fornish unto second party a take the date of the agreement, save and secret the usual purchase part marketable teth in and to and premises in the first party on or subsequent to part affect on the secret second party and the secret marketable teth in and to and premises in the first party on or subsequent to and and the date of the agreement, save and secret the usual purchase part and the building and other restrictions and easements now of record, if any part affect converging and premises in the sample unit of earendown and the building and other restrictions and easements now of record, if any and affect and free and clear of all encounting the second party, his beins and massigns, fire and clear of encombrances as of the cepting all heres and encombrances created by the second party of here, water rents and public charges so assumed by the second party and further easing above specified, or fail to keep any of the other terms or could be interest thereins, there of users and and at the to be of the agreement, then the first party shall have the following rights: (1) to declare the could principal belance of asid purchase price with the interest thereing and party of the esting of the origina date of the could extend the interest thereing and parts of the excluse this contract on all and void, (2) to declare by and in any of such cases, all the right and interest thereing and massing in favor of the second party denived under the agreement, shall ulterly create and the rest and interest thereing and parts of the estimation of the second party denived under the agreement, shall ulterly create and the rest party to be performed and without any right of the second party derived under this premises of te-entry, or without any other aset by first party to be performed and without any right of the second party of reclaration of com-premises for money paid or for improvements made as absolutely

e and actual consideration paid for this transfer, stated in terms of dollars, is \$ 14,500.00 mover, the actual constructions and

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judgment: ecree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintuis, ar-torneys fore: on such appeal. The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any provision hereof hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself. In construing this contract, it is understood that the first party or the accord party may be more than one person; that if the context so grammatical changes shall be made, assumed and implied to make the plural, the masuline, the forminine and the oruler, and that generally all the succeeding and implied to make the provision hereof apply equally to corporations and to 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. Ames to 2man James F. Inman, Jr. III accilla Marcella J. Vogel NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS \$3.0301. STATE OF OREGON. **} 85.** County of ____Klamath June Personally appearedandwho, being duly sworn, Personally appeared the above named ... James F. each for himsell and not one for the other, did say that the former is the Inman, Jr. III, Derek B. Vogel and president and that the latter is the Marcella J. Vogel secretary of ...and acknowledged the foregoing instruand that the seal atlixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-halt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. ment to be their voluntary act and deed. . a corporation 0 (OFFICIAL Kelle Belore me: Notary Public for Oregon My commission expires Office States (My commission expires) My commission expires: (SEAL) Notary Public for Oregon Section 4 of Chapter 618, Oregon Laws 1975, provides: with All instruments contracting to convey for title to any real property, at a time more than 12 months from the date that the instrument is case and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of devia, by the owner of the title being conveyed. Instruments, or a memorandum thereaf, shall be recorded by the conveyor nat later than 15 days after the instrument is executed and the parties are thereby. ruted Such in-"(2) Violation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) Klamath County, Oregon, which Buyers herein do not assume and agree to pay. Contract, including the terms and provisions thereof, dated anuary 31, 1975 and recorded April 1, 1975 in Volume M75, page 3464, Hicrofilm Records of Klamath County, Oregon, by and between John Edward Cox and Gladys Mary Cox, husband and wife, as Sellers and Beverly Steppe, as Purchaser. , which Buyers herein do not assume and agree to pay. 4. Real Estate Contract, including the terms and provisions thereof, dated June 23, 1977, a Memorandum of which was, Recorded: June 23, 1977 Volume: M77, page 11069, Microfilm Records of Klamath County, Oregon Vendor: Beverly Lewis, aka Beverly Steppe Vendee: Homes Four Rent, a co-partnership consisting of James F. Inman and Sam J. Slightom, assigned by instrument dated May 1, 1978 to James F. Inman, Jr. 111 by Homes Four Rent, consisting of Samuel J. Slightom, aka Sam J. Slightom and James F. Inman, Jr., III, and recorded May 16, 1978 in Vol. M78 of Deeds on page 10142, which Buyers nerein assume and agree to pay according to the terms and provisions thereof nd agree to hold Seller harmless therefrom. STATE OF OREGON; COUNTY OF KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the <u>12ch</u> day of June A.D., 19 078 at 12:51 o'clock P.M., and duly recorded in Vol 173 of___ <u>Deeds</u> _on Page <u>12459</u> WM. D. MILNE, County Clerk FEE <u>\$6.00</u> By Demetal Alls d Deputy