50210	F	er Corporate) (Truth-in-Landing	Sories).
FORM No. 705-CONTRACT OF SALE-REAL ESTATE-PURCHORDY ASSIST	es Existing Encontrolate (Vol. Mag Page	13146
SN 38-15309-D THIS CONTRACT, Made this 16th BRIAN O'MAICIN	day of June	, 1	9.78 , between
THIS CONTRACT, Made this LOUID BRIAN O'MAICIN JOHN D. TEJADA and LII	uuy	terninofter (called the seller,
DRIFAT C			the Entirety
and JOHN D. TEJADA and Lil	NDA S. IEJADA,	, hereinafter o	called the buyer,
and witnesseth: That in consideration of the hur	of the mutual covenants	and agreements herei	n contained, the
wITNESSETH: That in consideration of seller agrees to sell unto the buyer and the buy scribed lands and premises situated in Klam	er agrees to purchase f	rom the seller all of t	to-wit:
seller agrees to sell under the situated in Klam	ath County,	State of	i di uga terteri della Si
SCHOOL HAILS			
SEE EXHIBIT "A"	김 사람은 가슴을 가지?		사망가 가지가 있다. 가지가 하는 것이다. 1997년 - 1998년 - 1999년 - 1999년 1999년 - 1999년 -
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for the sum of TWENTY-FOUR THOUSAND AND NO/100-----Dollars (\$24,000.00) hereinalter called the purchase price, in part payment of which the buyer assumes and agrees to pay a contract or a state of the word "mortgage" as used herein includes within its meaning a trust deed) now on said land (recorded in the Deed*, Mortgage*, Miscellaneous* Records of said county in book M78...... at page 2842 thereof, reference to which hereby is made) the unpaid principal balance of which is \$ 11,744.30, together with the interest hereafter to accrue on said contract or mortgage according to the terms thereof; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in amounts as follows,

to wit: The sum of \$9755.70, to be paid at the rate of \$75.00 per month, The sum of \$9755.70, to be paid at the rate of \$75.00 per month, including interest, with the first payment commencing on the 20th day of July, 1978, and a like payment each and every month thereafter, through and including the 1st day of July, 1988, at which time the full, unpaid principal balance shall be due and owing.

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 ______ per cent per annum from ______ July ____, 1978 _____ until paid, per cent per annum from.....July 1, 1978 until paid,

interest to be paid monthly and * Mondet Monde Mondet Mond

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the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is The buyer warrants to and covenants with the seller that the real purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, household or adricultural purposes, *(A) primarily to buyer's personal, tamily, house household or adricultural purpo anic = t any here-will

It less than \$ 21. 500.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as the seller respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall he added the seller as soon as insured. Now if the buyer shall held the added to the seller as soon as insured. Now if the buyer shall held the added test, water rents, tasks or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added and the become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to and before the seller for buyer's breach of contract. The seller for buyer's breach of contract.

the seller for buyer's breach of contract. The seller agrees that at his expense and within 10 days from the date hereol, he will furnish unto buyer a title insurance policy in-suring (in an amount equal to asid purchase price) marketable title in and to said premise in the seller on or subsequent to the date of this agreement, suring (in an amount equal to asid purchase price) marketable title in and to said a green the usual print-d exceptions and the suid other restrictions and and upon server and clear of encumbrances so the date hereol and free grees that when said purchase price is fully paid and upon red easigns, free and clear of encumbrances and the buyer, his heirs and upon very excepting, however, the said casements, restrictions, and ease that when said purchase price is fully paid and upon red easigns, free and clear of encumbrances is not the said casements, restrictions, and ease that when said purchase price is the time is of the encue of all encumbrances in here and the excepting by, through or under seller, excepting, however, the said casements, restrictions, and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however of as and the taxes, municipal liens, water rents and public charges so assumed by the buyer and turther excepting all liens and encumbrances created by the buyer or assigns. not less such their respective au-such liens, costs, w to and become a p the seller for buyer whe seller a

the said contract or mortgage and the laxes, municipal itens, water rents and public charges so assumed by the buyer and turther excepting all itens and encumbrances created by the buyer or 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, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punc-payments above required, or any of them, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punc-fuelly within ten days of the time limited therefor, or lail to keep any agreement herein contained, then the selfer at his option shall have the following influx: (1) to declare this contract mull and void, (2) to declare this whole unpaid principal balance of and the time days of the time time tent divertifies that uiterly cease and determine and the right or e-entry, or any of the premises above described once due and payable and/or (3) to lorcloae this contract by suit in equipt, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the selfer hereunder shall utterly cease and determine and the right or de-entry, or any other act of said selfer in favor of the buyer as against the selfer hereunder shall evert to and ito compensation for moneys paid on account of the purchase of said property ind all other rights acquired by the buyer of return, reclarmation or compensation for moneys paid on such delault all payments there and such payments there and such payments there and subolutely, fully and perfectly as if this contract and such payments had never been made: and in case of such delault all payments there inde on this contract are to be retained by and belong to said selfer at any time therealiter, to enter upon the land alloces aboutely, fully and perfectly as ind by and belong to said selfer at any time therealiter, to e

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereot shall in no way affect The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereot behald to be a waiver of any suc-right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereot be held to be a waiver of any suc-fing 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 \$.24.90.00.00 OHowever, the actual consideration Consists of or includes other property or value given or promised which is the whole In case with or action is instituted to formulae this content of the consideration (indicate which). In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum a surf may adjudge reasonable as attorney's less to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or d the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's tees on posel. such

appeal. In construing this contract, is is understood that the seller of the buyer may be more than one person; that if the context so requires, the singu-lar pronoun shall be taken to mean and include the plural, the musculine, the leminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereod apply equally to corporations and to individual.

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. Oulacom

John R. TEnd •

Il a change is requested, all $rac{1}{2}$ John following name and address

Until a change is requested, all

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Brian O'Maicin

NOTE: The senience between the sym-bols (), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledg-STATE OF on reverse).

Althouranty (A) is applicable and if the selfer is a creditor, as such word is defined in the Truthin-Lending Act and If worranty (A) is applicable and if the selfer is a creditor, as such word is defined in the Truthin-Lending Act and If worranty (A) is applicable and if the selfer is a creditor, as such word is defined in the Truthin-Lending Act and Regulation C, the selfer MUST comply with the Act and Regulation by making regular disclosures; for this purpose, use Stavens-Ness Form No. 1303 or similar unless the central will become a first fien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

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EXHIBIT "A"

13148

DESCRIPTION:

Lot 1, Block 3, RIVERVIEW SECOND ADDITION, in the County of Klamath, State of Oregon.

SUBJECT TO:

1. Regulations, including leview, liens and utility assessments of the City of Klamath Falls.

2. An easement created and provisions thereof,	by instrument, inc	luding the terms	
Dated Recorded In favor of	June 6, 1912 December 6, 1920 California Oregon Transmission line Second Addition.	Power Company	432

Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$3,097.69
Dated : June 5, 1972
Recorded : June 7, 1972 Book: M-72 Page:6075
Trustor : Carl R. Monett and Mazie E. Monett, husband and wife
Trustee : Transamerica Title Insurance Co.
Beneficiary : C.I.T. Financial Services, Inc.

Which trust deed seller agrees to assume and warrants that said trust deed shall be paid in full on or before buyer pays in full under this contract, and seller agrees to hold buyers harmless therefrom.

4. Contract, including	the terms and provisions thereof
Dated	February 15, 1978
Recorded :	February 15, 1978
Vendor	Joan E. Gomez
Vendee :	Brian O'Maicin and Leslie Williams,
	as tenants in common
The vendees interest in	said contract was acquired by
Quitclaim Deed recorded	February 28 1978 in Pool M 70
at page 3772, Microfilm Brian O'Maicin.	Records, from Leslie Williams to
bilan U Malcin.	

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the <u>20th</u> day of <u>June</u> A.D., 19 78 at 1:41 o'clock P M., and duly recorded in Vol <u>M78</u>, of <u>Deeds</u> on Page 13146.

FEE - \$9.00

WM. D. MILNE, County Clerk By Dermithas

Deputy