CONTRACT-REAL ESTATE Vol. 78 Page 14679

THIS CONTRACT, Made this Side day of JULY
JOHN J. SCHIFANO, and MARY K. SCHIFANO, husband and wife

and BENJAMIN ANDERSON and OPAL ANDERSON husband and wife ..., hereinafter called the seller,

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

Lot 123 and 124, Block 1, Teact No. 1060, SUN FOREST ESTATES, in the County of Klamath,

4.56 88.50

(hereinafter called the purchase price), on account of which .FIVE HUNDRED DOLLARS AND NO/100-----Dollars (\$ 500.00 ) 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: \$6,000.00 ) to the order of the seller in monthly payments of not less than SIXTY TWO dollars and 66/100-----Dollars (\$ 58.56 ) each,

payable on the lothday of each month hereafter beginning with the month of August 10 , 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 2.5% per cent per annum from the minimum monthly payments above required. Taxes on said premises for the current tax year shail be prorated between the parties hereto as of the date of this contract.

rated between the parties nereto as at the date of this contract.

The buyer warfant to and correspond with the seller that the real property described in this contract is

The buyer warfant to buyer a pression, leastly household or activational purposes,

The buyer shall be entitled to possession of said lands on

The buyer shall be entitled to possession of said lands on

the buyer in addault under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises now or hereafter and will not suffer a permit any waste or strip threat; the seller humles therefore and reimbures seller for all costs and attorney's less incurred by him in defending against any determined the latter than the will pay all taxes hereafter layied against taid property, as well as all water rents, public charges and municipal items with humlending against any insure and keep insured all huildings now or hereafter extend on said premises all promptly before the same or any part thereof become past due; that at buyer's expense, he will be a partied to the stendard of the stendard coverage) in an amount

not less them \$ in a company or companies satisfactory to the seller, with loss payable first to the seller and then the such lens, costs, water rank, lazes, or churges or instrume to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any to such lens, to say be seen as part of the seller and then to the buyer as to and become a part of the seller seen as the seller has been as insured. Now if the buyer shall fail to pay any to such insurance, the seller may do so and any payment so made shall be added to the seller has been allowed, without waiver, however, of any right arising to

to any second a pair a tree support of contract.

The seller afrees that we has expense and within 30 days from the date hereof, he will turnish unto buyer a title insurance policy insurance for 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 afreement, and purchase price is judy printed except the usual printed except the usual printed exceptions and the building and other restrictions and eastments row of record, if any. Seller also afreement, premises in the seller on or subsequent to the date of this afreement, premises in the seller on the buyer, his heirs and upon surrender of this afreement, he will deliver a good any. Seller also afrees that when since said date placed, permitted or arising by, whough or under seller, excepting, however, the said eastments and restrictions and the taxes, municipal liens, water tents and public charges so assumed by the buyer and turther excepting all liens and encumbrances created by the buyer or his assigns.

\*\*HAPOSTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a such word a deliber in the Truth-in-1-spling Act and Regulation Z, the seller MIST camply with the Act and Regulation by making required disclosures; see Several New 1306 6. Similar unless the contract will become a first lies to finance the purchase of a dwelling in which ovent use

John J. and Mary X. Schlishne 12 ET Campo Brive San Jose CA 75

Benjamin and Opel Anderson P.O. Box 536 BIYER B NAME AND ADDRESS

Transameridealitie Irs. Co. P.O. Box 1609
Rosabiras Pragain 1897470

Benjamin Apparson P.O. Box 588

STATE OF OREGON.

County of I certify that the within instrument was received for record on the day of

o'clock. M., and recorded AGE HERERVED in book FOR yon puge ..... or as lile reel number

Record of Beeds of said county.

County affixed.

Recording Officer Deputy

					14660
	option shall have followed	and agreed Deween said parties ero, punctually within 20 days o	that time is of the ess	sence of this contract and	e the buyer shall fail to make the payment herein contained, then the seller at principal balance of said purchase price is (4, to loreclose this contract by suit seller hereunder shall revert to and revest in a creunder shall revert to and revest in a clean the seller hereunder shall revert to and revest in a clean to the seller hereunder shall revert to an expension of a stem affected and revert been made; and as the affected and revert here in the seller shall be seller than the seller than the seller shall be seller than the seller than the seller shall be seller
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