FORM No. 147. CONTRACT-DEAT 51460 CONTRACT-REAL ESTATE Vol. 78 Page 14811-THIS CONTRACT, Made the 8th day of May Albert J. Wirtz and Ethel Wirtz, husband and wife , 19**76** , between of the County of Klamath and State of Oregon , hereinafter called the first party, and Robart E. Rogers and Carolyn A. Rogers and State of Oregon of..... Lane WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of _____ Klasath _____, State of ___Oregon _____, to-wit: Lots 5,6,7 and 8 Block #41 in Crescent Oregon as platted and recorded in the office of the County recorder, Klamath Falls, 1.56 979 005 We D. MILME COUNTY CIPE Dollars (\$...2,000.00 for the sum of Two Thousand Housed in Act on account of which Five Hundred is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-1st payment due May 20, 1976 the sum of \$35.00 which is due each and every month until paid. Buyers may pay the balance in full at any time they so desire. an configuration and the second second Sport Street A service of a service of the servic Settie he GE (C) and for the seal instant on the conduct of the suit conduction red, that she conducts to and the suit conduction for a main seal of the last of suit conduction of the suit of the last of suits and seal of the last of the factor of the seal of the last of the STATES AND DOLLO OF INGTL avitat ber wa awara And toginusur is of Albert J. Mirts & Filel E. Wirts Robert E. Rogers & Carolyn president and that the Jailor is No May by ency on herein and we dealer int ather, d. , say, that the linear shifts 76 Course Klamath where the summary with Learning Straining S \$ 23 STATE OF OREGON 21916 of desegon countin SOLE-19 + Tangean · Net Hugers it has obbiccome ter estines the Gra araph The buyer (also called second party) 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. (B) for any encoder of the second person is for human or commercial purposes other than agricultural purposes in the second person is for human or commercial purposes other than agricultural purposes. (13) tor and the current tax year, shall, be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter levildy imposed upon said premises, all promptly and before the same or, any part thereof become past due, that he will keep all buildings now or hereafter exceed on the premises insured in favor of the first party against loss on damage by fire (with extended coverage) in an amount not less than \$ In a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first thereon shall remain, and shall not be removed before final payment be made for said above described premises. All improvements placed resident sources and payment of market to be *IMPORTANT NOTICE: Delate, by links out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is at creditor, as such ward is defined in the Torth-In-Landing Act and Regulation 27, the seller MUST comply with the Act and Regulation by making required disclosures; for this jumpose, one Stevens-News Form No; 1306 or similar unless the contract will become of first lies to finance the purchase of a dwelling in which wards were used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are used as the contract will become of first lies to finance the purchase of a dwelling in which wards are the purchase of a dwelling in which wards are the purchase of the dwelling in the first lies to finance the purchase of a dwelling in which wards are the purchase of the dwelling in the first lies to finance the purchase of the dwelling in the dwelling in the first lies to finance the purchase of the dwelling in the dwe Albert J. Wirtz & Ethel E Wirtz STATE OF OREGON; Box 195 KASS CON Crescent, Oregon 97733 terna of dodard is a SCOOCounty of Robert E. & Carolyn A. Rogers 1 I certify that the within instru-1218 Lorne Loop ment was received for record on the Springfield, Oregon 97477 UYER'S NAME AN o'clock.....M., and recorded After recording return to at. SPACE RESERVED Robert E. & Carolyn A. Bogers 1218 Lorne Loop in book_____on page_____or as FOR tile/reel_number_____ RECORDER'S US Record of Deeds of said county. Springfield, Oregon 97477 Witness my hand and seal of County affixed, Until destange is requested all far statements shall be sent to the following address Albert J. Wirtz & sthat S. Wirts Box 19 **Recording Officer** Crescent Oregon 97733 By Deputy Please send tax statements to <u>x-30-00</u>

PIRACE SENT THE SHORE BUILD IS TO The third party agrees that set his terms and within insurance pylogy manning (in an amount equal to said purchase price) marketable title is and to said premise in the furnish unto second party a title the date of this green that set his terms and output the single price) marketable title is and to said premise in the furnish unto second party a title date hered and free and clear of all ensues in fet simple unto the second party, his head other restrictions and carcents new of record, if a good date hered and free and clear of all ensues in fet simple unto the second party, his head other restrictions and second party and record in a second party in the date of the second party and the second party, his head the undown and record in a different of a second party is the second party and the second party, his head to be added the second party head the second party, head the second party head the second party head to be added to be a n made. 1216 Lorne Loop deloca franciante Robert E. & Carolyn A. Rogers (~ 6.0.5 national sciences we possible of the The frak and actual consideration paid to? this transfer, stated in terms of dollars, is \$ 2000.00 ... OHowever, the actual consideration paid to the part of the The true and actual consideration paid to this transfer, stated in terms of dollars, is \$ 2000.00 OHowaver, the actual consideration and in cases with of action, is instituted to forcelose this contract or twoled considerations (indicate which). OHowaver, the actual consideration are the fridat court may action, is instituted to forcelose this contract or twoled considerations (indicate which). Ohowaver, the actual consideration of action and if an appeal is taken from any store y fees on such appeal, trial court, the buyer further promises to pay such sum as the appealate court and appeal is taken from any shall in no way affect first metric failure by the first party at any time to require performance by the sum as plaintiffs at-Judgment of derite of such that court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plainturs are torneys fee on such speed. The second party further agrees that failure by the first party at any time to require performance by the second party of any provision here thall in how way affect first party, right hereunder to the same, nor shall any waiver by said that party of any breach of any provision here hereoi. In construing this contract, it is understood that the first party of the provision itself. That party of any breach of any provision hereof requires, the singular pronoun shall be taken to make the first party or the second party de more than one person, that if the context so grammatical changes shall be made, sauned and implied to make the provision hereof apply equally to corporations and to individuals. IN WITNECC WHEDEOE contact of our parts from a second apply equally to corporations and to individuals. matcal changes shall be made, assumed and implied to make the provisions hereot 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 1. Mator E ard Caroly NOTE-The se een the symbols (), if not applicable, should be deleted. See: ORS \$3,030). STATE OF OREGON. ____}ss.` STATE OF OREGON, County of Class County Klamath May 8, Persopally appeared Badiet & Celelyn Cagele ,19 76 Robert B. Rogers & Carolyn A Albert J. and acknowledged the foregoing instrueach for himself and not one for the other, did say that the former is thewho, being duly sworn,president and that the latter is the their voluntary act and deed. nt to be AIGTsecretary of..... and that the seal allized to the foregoing instrument is the corporation, 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 Before met said instrument to be its voluntary act and deed. (Stan TAM Las Zly De Que Notats Public to Oregon Apthy De Que * Un ME Semmission Speice Detract 1/476 Notary Fublic for Cogon 0 16 (SEAL) My complission expires: Oct 24, 1476 Slatt FGymbort oue May 20, 1976 the sum of \$35.00 which is due each since FGymbort oue way 20, 1976 the sum of \$35.00 which is due each and every scott until Faid. Open the commission expires: Opt 31 70 30 STATE OF OREGON; COUNTY OF KLAMATH; at 11 10 ou etc Apr11 25, Misinger so he paid to the system filed for second press the provide of the system of us bad on the extention being (the threads of autor in terrors section of an account of which the section of th the second of Alash LTAS Employed and a local state of the second of the Bar, Com too and Ministern A. D. 1978 at 0:50 Clock 2'M.; Cand Wm D. MILNE, County Cle ByDerrechas Fee \$6.00 Klamath County Oregon. lots 5,6,7 and c Block #11 in Crescent Oregon as platted and recorded in the office of the County recorder, Klanath Falls, i die Courte i the new both and Robert E. Rogers and Carolyn A. Rogers and S are of Oregon Albert J. Wartz and Ethel Wirtz, husband and wife THIS CONTRACT Muse up Sth. day of mered without a shirt 181 jt of TO-INCOS Contractor Severativity Vet Service 146 ANT CONTRACT AND DESCRIPTIONS PROVIDENT