

TA 38-15235-74

Form No. 702—CONTRACT—REAL ESTATE—Notice: Payor's

STANDARD CONTRACT LAW BOOKS, INC., PORTLAND, OREGON

CONTRACT—REAL ESTATE

Vol. 17 Page 17405

53061

THIS CONTRACT, Made this 7th day of August 1978, between
TERRY E. BRADFORD and Roxanna Bradford, husband and wife,
hereinafter called the seller,

and BRUCE MATHENAY and Linda K. Mathenay, husband and wife,
hereinafter called the buyer.

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 de-
scribed land and premises situated in the County of Klamath, State of Oregon, to-wit:
The West 1/2 of Lot 3, Block 31, HILLSIDE ADDITION TO THE CITY
OF KENNICOTT, in the County of Klamath, State of Oregon.
Subject, however, to the following:
1. Taxes for year 1978-79 are now a lien but not yet payable.
2. Assessments, including levies, liens and utility assessments
of the City of Klamath Falls.
3. An easement created by instrument, including the terms and
provisions thereof.

Dated July 22, 1947 Book 1206 Page 131

Recorded July 23, 1947 Book 1206 Page 131

For of 10 feet wide, 10 feet on either side

of the line between lots 2 and 3, Block 31

extending back 100 feet from Johnson Avenue.

4. City Lien, plus interest November 15, 1974 Improvement #247 Card #31

Enclosed \$1,717.80

Amount \$1,236.77, which buyers herein assume and

agree to pay and covenant to and with Sellers that Buyers will hold

(for continuation of this document see reverse side of this contract)

for the sum of Eighteen Thousand Five Hundred and Dollars (\$18,500.00)

(hereinafter called the purchase price), on account of which One Thousand and 80/100ths

Dollars (\$1,000.00) 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: \$17,500.00) to the order

of the seller in monthly payments of not less than ONE HUNDRED NINETY-EIGHT and 21/100ths

Dollars (\$198.21) each, of note, hereafter without penalty.

payable on the 1st day of each month hereafter beginning with the month of September, 1978,

and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time,

and all deferred balances of said purchase price shall bear interest at the rate of 10% per cent per annum from

August 7, 1978 until paid; interest to be paid monthly and being included in

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-

vided between the parties hereto as of the date of this contract.

WITNESSETH: That the seller that the real property described in this contract is

his, her, her husband's and certain, and that the seller that the real property described in this contract is

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And it is understood and agreed between said parties that from is of the nature of this contract, and in case the buyer shall fail to make the payments...

The first and actual consideration paid for this transfer, stated in terms of dollars, is \$18,500.00. In case suit or action is instituted to enforce this contract...

STATE OF OREGON, County of Klamath, ss. TERRY P. BRADFORD, Plaintiff, vs. BRUCE MATHENEY and LINDA K. MATHENEY, Defendants.

Notary Public for Oregon, DONNA K. RICK. This instrument is subject to the provisions of the Oregon Uniform Gifts to Minors Act...

Sellers warrant thereon. Also Contract 200... Michael D. Lunetta and Christina May Lunetta do not assume and agree to pay and Sellers further covenant to and with buyers that the said prior contract shall be paid in full prior to, or at the time this contract is fully paid...

Herewith certify that the within instrument was received and filed for record on the 22nd day of August, A.D. 1977 at 2:52 o'clock P.M. and duly recorded in Vol 1175 of Oregon. On Page 17406. W.M. D. MILNE, County Clerk. By [Signature] Deputy.