

53539

CONTRACT—REAL ESTATE

Vol. 78 Page 18114

THIS CONTRACT, made this 16th

John May

and Clarence Robert Wells

hereinafter called the seller

WILLIAM S. HATHORN, hereinafter called the buyer,
seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:
Lot 5, Block 6, T. 36 N., R. 12 E., S. 34 N.

County, State of Oregon, to-w
 Lot 5, Block 6, Tract No. 1019, WINEMA PENINSULA UNIT NO. 2, in the
 County of Klamath, State of Oregon.

Subject, however, to the following

1. Restrictions, but omitting restrictions, if any, based on race, color, religion of national origin, as shown on the recorded plat of

2. An assignment created by instrument, including the terms and provisions thereof.

Recorded
In favor of February 27, 1959
Klamath Telephone Co. Book: 310 Page: 175

for the sum of Five thousand and no/100 Dollars (\$5,000.00)
(hereinafter called the purchase price), on account of which Five hundred and no/100 Dollars (\$500.00) is paid on the execution hereto (the receipt of which is hereby acknowledged by the seller), the buyer agrees to pay the remainder of said purchase price (to-wit: \$4,500.00) to the order of the seller in monthly payments of not less than Fifty and no/100 Dollars (\$50.00) each, or more, prepayment without penalty,

without penalty,
and commencing on the 15th day of each month hereafter beginning with the month of July, 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 8 per cent per annum from
June 15, 1978, until paid, interest to be paid monthly and a (in addition to
the minimum monthly payments above required. Three (3) said premises for the current tax year shall be pro-
rated between the parties hereto as of the date of this contract.

[illegible]

30

the Seller, agrees that as to any taxes and within _____ days from the date hereof, he will furnish unto buyer a title insurance policy in-
cluding an additional amount equal to the purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
and defend against the same, except the usual exceptions and the building and other restrictions and easements now on record, if any. Seller also agrees that when
the purchase price is fully paid and upon request and upon assignment of this agreement, he will deliver a good and sufficient deed conveying said
premises unto the buyer, his heirs and assigns, and when the taxes and easements and other encumbrances of the date hereof are paid and cleared of all encumbrances
and when fully paid, permitted or agreed by the buyer and the seller, however, the said easements and restrictions and the taxes, municipal
charges, water works, sewerage and other matters as may be required by the buyer and the seller, including all fees and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Buyer to Read

IMPORTANT NOTICE: Seller, by listing out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a seller, as such, is defined in the Truth-in-Lending Act and Regulation Z, the seller **MUST** comply with the Act and Regulation by making required disclosures for this purpose, see Form No. 1300 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Form No. 1300 or similar.

John Mayer

4138 E. 87th Place

Los Angeles, CA 90005

1. **NAME** _____
 2. **ADDRESS** _____
 3. **CITY** _____
 4. **STATE** _____
 5. **ZIP** _____
 6. **PHONE** _____
 7. **DATE** _____
 8. **SIGNATURE** _____
 9. **NAME AND ADDRESS** _____
 10. **CITY** _____
 11. **STATE** _____
 12. **ZIP** _____
 13. **PHONE** _____
 14. **DATE** _____
 15. **SIGNATURE** _____

CLARENCE ROBERT WELTON

SECRET

After recording return to

John Baker

1938 E. 87th PLACE

158 E. 87th Place
Los Angeles, CA 90002

Clarence (chest B-1)

Clarence Robert Wells
143 Lyndhurst

[illegible]

STATE OF OREGON

County of _____

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

at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/real number _____

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Recording Officer

Deputy

11-01-1968

UNIT NO. 2, in the

The true and actual consideration paid for this transfer, stated in terms of dollars, is: 5,000.00. However, the actual consideration was

[illegible]

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

John Mayer
John Mayer
Clarence Robert Wells
Clarence Robert Wells

NOTE—The sections between the symbols ①, if not applicable, should be deleted. See GRS 93.0003

[illegible]

I, **ALBERT DOMINIC MUNOZ**,
 Principal, Principal Clerk,
 County of Los Angeles, California,
 do hereby certify that the foregoing instrument is the true and correct copy of the original instrument as the same appears from the records of the County of Los Angeles, California, and that the seal attached to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and such of the foregoing instrument to be its voluntary act and deed.
 In testimony whereof, I have hereunto set my hand and the seal of said County of Los Angeles, California, this 2nd day of May, 1978.
 (SEAL)
 7-3578

ORC 9A.625 (1) All instruments conveying or conveying for the conveyance of property, at a time more than 12 months from the date that the instrument is executed, shall be recorded, shall be acknowledged, in the manner provided in this subchapter, or deeds, by the conveyer of the title to be conveyed. Such instrument or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties thereto have signed it.

ORC 9A.625 (2) Violation of ORC 9A.625 is punishable, upon conviction, by a fine of not more than \$100.

DESCRIPTION CONTINUED

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF CALIFORNIA
County of Santa Clara

BE IT REMEMBERED, That on this 10th day of June, 1978,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Clarence Robert Wells

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.

State of Oregon)
County of Klamath) ss.

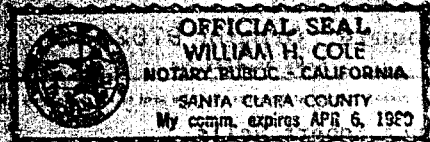
I hereby certify that the within instrument was received and filed for record on the 15th day of August, 1928, at 3:48 o'clock P. M. and recorded on Page 18114 in Book MZR Records of Deeds of said County.

WM. D. MILNE, County Clerk

By Kenneth S. Kell Deputy

95.30

Calvin S. Cole
Notary Public for CALIFORNIA
My Commission expires 4-6-56



104 West Alma Ave., San Jose, CA 9511A

SECRET NO. 3201, 11/24