	53821 CONTRACT REAL BYATE Vol. 28 Page 18543	
	DONALD R. MANNING and LILLIAN V. MANNING as tenants by the entirety	
	and ARLEEN SEELEY, a married woman	
46	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:	
E Hd	SEE ATTACHED EXHIBIT "A"	
78 153 21	Seller herein has made application to Dept. of Veterans' Affairs for a partial release of that certain mortgage dated September 2, 1976 and recorded September 3, 1976 in Book M76 at page 13875, Microfilm Records of Klamath County, Oregon, to release from the lien of said mortgage, that property described hereinabove. Should the Dept. of Veterans' Affairs not have issued said Partial Release on or before 60 days from	
	it is mutually agreed by and between the parties hereto that the Purchasers herein shallnot prepay this Contract in full before five years from the date of the first payment due under this Contract	
	then the Purchasers herein may pay all or any portion of this Contract at any time after Sellers' receipt of said Partial Release for the sum of INITY Five Thousand and no 100 Dollars (\$ 35,000.00 (hereinafter called the purchase price) on account of which NIBE Thousand and 100	
2	Dollars (\$9,000.00) 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: \$26,000.00) to the order of the seller in monthly payments of not less than Three Hundred Eighty and 92/100 Dollars (\$,380,92,) protox Purchaser, shall pay taxes in addition to the monthly payments.	
2	payable on the 15th day of each month hereafter beginning with the month of August , 1978, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deterred balances of said purchase price shall beer interest at the rate of 9% per cent per annum from July 15, 1978 until paid, interest to be paid monthly and the percent per annum from the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-	
	the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro- reted between the parties hereto as of the date of this contract. The buyer warrants to tod coverants with the seller that the real property described in this contract is "May infinitely to tod coverants with the seller that the real property described in this contract is "May infinitely to tod coverants with the seller that the real property described in this contract is "May infinitely to tod coverants with the seller that the real property described in this contract is "May infinitely to tod coverants" lamity, household or agricultural purpose.	
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	Molifor least than a white we have a population of the part of the provide seller as soon as insured. Now if the buyer shall fail to pay any to make provide by this contract and shall be to provide the seller and be contract and shall be added	
	the seller for huver's breach of contract. The seller for a greach of contract. The seller agrees that while expense and within: 30 days from the date hereof, he will furnish unto buyer a title insurance policy in- several (in an amount equation of the seller) marketable title in and to said premises in the weller on or subsequent to the date of this agreement, and except the insurance policy in- several except the insurance in the several exceptions and the building and other restrictions and cases in the well restriction of the buyer, his heirs and assured on exceptions and exceptions and the building and other exceptions and except in premises in the seller of all encumbrances are of the date of exceptions and exceptions and extendions and incluse of all encumbrances is seller in a simple unto the buyer, his heirs and assured by the buyer and class of exceptions and encumbrances are of the date buyer or his assigns. IV, INILME 22 MHE KEOL 2010 DETINE (UCCITECT 1112 (LIPITITION INTERCES created by the buyer or his assigns. IV ALLER EXECUTES (DATES ANTER EXECUTES (DATES)	
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The frue and actual consideration paid for this transfer, stated in terms of dollars, is \$.35,000.00	it or action agrees to pay suc t an appeal is taken from an percention of the prevails that if the context so require shall all grammatical chang- ies hereto but their respective ther of the undersigne hereto by its offices
In case suit or action is instituted to jorelogication of the contract or to enforce any provision hereof, the loaind party in said as un as the trial court may adjudge resignable as stormey's less to be allowed the prevailing party in said suit or action and i judgment or discuss of auch strial courts, the loaind party jurkher, promises to pay such sum as the appellate court shell adjudge party as stormey i fees on auch strial courts, the loaind party jurkher, promises to pay such sum as the appellate court shell adjudge party as stormey i fees on auch strial courts, the loaind party jurkher, promises to pay such sum as the appellate court shell adjudge party as stormey i fees on auch strial courts, the loaind party jurkher, promises to pay such sum as the appellate court shell adjudge party as stormey i fees on auch strial courts, and that gene shall be made, assumed and inplied to make the provisions hereof apply quality to corporations and to individuate. The singulate promout shall be taken to train and include the shell of a store prove curred this instrument in triplicate; if ei is a corporation, if has caused its corporate traines have executed this instrument in triplicate; if ei is a corporation, if has caused its corporate traines to be signed and its corporate seal affixed dury fauthorized theoremito by order of its board of directors.	it or action agrees to pay suc t an appeal is taken from an percasonable as the prevails that it the context so require shall all grammatical change ies hereto but their respecting ther of the undersigned hereto by its offices
Derive alternet of the context of the understood that the seller or the buyer may be more than one person or a corporation; The singular propound that the taken to train and include the plural, the macculine, the terminine and the neuter, and that gene shall be made, any the control and individuals. "This agreement shall bird and individuals of the benefit of, as the circumstances may require, not only the immediate part heirs, executors, administrators, personal representatives, successors in informations and to individuals. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if ei is a corporation, it has caused its corporate maans to be signed and its corporate seal affixed duly fauthorized the present of the Materia. Done of the second tes corporate that the best of directors. Done of the second tes corporate the second of directors. Done of the second tes corporate seal affixed duly fauthorized the construct of the second of directors. Done of the second tes corporate seal affixed the second tes corporate seal affixed duly fauthorized the construct of the second tes corporate seal affixed duly fauthorized the construct of the second tes corporate seal affixed the second tes corporate seal affixed duly fauthorized the construct of the second tes corporate seal affixed duly fauthorized the second tes corporate seal affixed the second tes corporation, and the second tes corporate seal affixed the second tes corporate seal tes corporate seal affixed the second tes corporate second tes corporate seal tes corporate tes and the second tes corporate seal tes corporate seal tes corporate tes and the second tes corporate seal tes cor	that if the context so require crafty all grammatical changes ies hereto but their respective ther of the undersigned hereto by its offices
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ATTACHED EXHERTT "A"

A tract of land situated in the $S_2^1SW_4^1$ of section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the easterly right of way of the U.S.B.R. INC. C-4-E lateral and the south line of said section 21, said point being N680 04' 48"E 849.39 feet from the southwest corner of said section 21; thence northerly along the easterly right of way of said lateral the following courses, N280 15'W 133.37 feet, along the arc of a curve to the right (radius = 118.24 feet) 48.84 feet, NO40 35'W 438.30 feet, along the arc of a curve to the left (radius = 168.24 feet) 113.05 feet, N430 05' W 181.79 feet; thence leaving said right of way, East 1191.46 feet to the westerly right of way of the U.S.B.R. 1-N drain; thence southerly along said right of way the following courses, S040 04'E 318.00 feet, S090 32'E of way the following courses, S040 04'E 510.00 feet, S090 52'E 326.46 feet, S100 02'E 164.45 feet to the south line of said section 21; thence S88⁰ 04'48"E 1016.46 feet to the point of beginning, as recorded in Klamath County Surveyor's office, said tract being subject to all easements and rights of way of record or apparent.

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