

THIS CONTRACT, made this 1st day of September, 1978, between
Millie Evelyn Henry and Ruth Lillian Poole,

and Walter H. Besse and Bette J. Besse, husband and wife,

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:

A portion of Lot 11 of Block 102 BUENA VISTA ADDITION TO THE CITY OF Klamath Falls, Oregon, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at Southeast corner of said Lot 11, at the intersection of North line First Street with West line of Uerlings Street; thence Westerly along said Northerly line of First Street, a distance of 54.7 feet; thence North parallel with Uerlings Street a distance of 71.3 feet to Northerly line of said Lot 11; thence along the Northerly line of Lot 11 in a Northwesterly direction a distance of 54.9 feet to West line of Uerlings Street; thence South along said West line of Uerlings Street, a distance of 76.3 feet to the point of beginning.

Subject, however, to the following:

1. Taxes for the year 1978-1979 are now a lien but not yet payable.
2. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.

for the sum of Sixteen thousand five hundred and no/100 Dollars (\$16,500.00) (hereinafter called the purchase price), on account of which Four thousand and no/100 Dollars (\$4,000.00) 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: \$12,500.00) to the order of the seller in monthly payments of not less than One hundred sixteen and 61/100 Dollars (\$116.61), or more, prepayment without penalty; and an additional lump sum payment after January 1, 1979, and on or before January 15, 1979, in the sum of \$1,000.00; beginning with the month of October, 1978, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; the above price shall bear interest at the rate of 9 per cent per annum from the date of this contract.

September 19, 1978

the maximum monthly payment being included in the date of this contract.

The buyer covenants he and his heirs, successors and assigns, will keep and preserve the real property described in the contract in good condition, for the purpose of agricultural purposes.

The buyer shall be entitled to inspect the land described under this contract, at any reasonable time and season, and when so requested, to have full access thereto for all purposes and for the purpose of surveying the same, and shall be allowed to do so without charge or expense to the seller.

The seller agrees that he has no encumbrances upon the land described except as set forth in the title insurance policy issued by the title company, and that he will not create any new encumbrances upon the land described, except as set forth in the title insurance policy issued by the title company.

REPRESENTATION OF SELLER: Seller, for whom a copy of this instrument is now being furnished to the title company, certifies that he has read the foregoing instrument and understands its contents and that he has signed it freely and voluntarily, and that he has no knowledge of any facts which would induce him to believe otherwise.

REPRESENTATION OF BUYER: Buyer, for whom a copy of this instrument is now being furnished to the title company, certifies that he has read the foregoing instrument and understands its contents and that he has signed it freely and voluntarily.

RECORDING FEE: \$10.00

RECORDED AND INDEXED PURSUANT TO THE LAW APPLICABLE. IF SECTION 16 IS APPLICABLE AND IF THE SELLER IS A MINOR, HE OR SHE AGREES TO THE PROVISIONS OF THIS CONTRACT BY SIGNING AND DATING THE SAME.

STATE OF OREGON.

County of

I certify that the within instrument was received for record on the 1st day of September, 1978,

at 6 o'clock A.M., and recorded in book 1 on page 1 or as file/red number 1.

Record of Deeds of said county.

Witness my hand and seal of County of Klamath

Recording Officer
Deputy

By

WALTER H. BESSE
Date: September 19, 1978

Printed Name: Walter H. Besse

Address: Box 66, Madoc, OR 96058

21603

STATE OF OREGON, COUNTY OF KLAMATH,
CO.

filed for record of instrument of transfer, the 1st day
of Sept. A.D. 1970 at 12 o'clock P.M. on

Instrument No. 100021601
Date

by witness to you R. D. HILL, County Co.

William G. Miller

Fees \$1.00