10	ERS NORTH Page 22405
DESS CONTRACT FOR I	HE SALE OF REAL ESTATE
ACREEMENT made this day of	October 19 78 between D-CHUTES ESTATES
GON LTD., herein called Seller, and	(<u>October</u> 19 78, between D-CHUTES ESTATES ert Wilbanks and Barbara L. Wilmanks
in called Buyer:	김 그는 물질 승규가 감독하는 것 같아. 이 것 같아. 이 것 같아. 이 것 같아. 이 것 같아.
같은 것은 바람에서 전에서 있는 것을 것 같아. 아파 가슴에 가지 않는 것이다. 이 가지 않는 것이다. 이 가지 않는 것이다. 이 가지 않는 것이 가지 않는 것이다. 이 가지 않는 것이 가지 않는 것이 가지 않는 것이다. 이 가지 않는 것이 가지 않는 것이 가지 않는 것이 가지 않는 것이 있는 것이 가지 않는 것이 있는 것이 있다. 이 가지 않는 것이 있는 것이 없다. 이 가지 않는 것이 있는 것이 없다. 이 가지 않는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 없다. 이 가지 않는 것이 있는 것이 없는 것이 없는 것이 없는 것이 없다. 이 가지 않는 것이 있는 것이 있는 것이 없는 것이 없다. 이 가지 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다. 이 가지 않는 것이 없는 것이 없다. 이 가지 않는 것이 없는 것이 없다. 것이 없는 것이 않 것이 없는 것이 있 않는 것이 없는 것이 없 않는 것이 없는 것이 없는 것이 없는 것이 있 않는 것이 없는 것 것이 없는 것이 없 않 않이 않이 않이 않는 것이 없는 것이 없는 것이 없다. 않은 것이 없는 것이 없 것이 않는 것이 없는 것이 없 않이 않 않이 않이 않이 않는 것이 없는 것이 없 않이 않이 않이 않이 않이 않이 않이 않이 않 않이 않는 것이 않이 않이 않이 않이 않이 않이 않이 않이 않이	real property and its appurtenances described as: Rivers North, situated in Section 36, T 25 S, and Section 1, T 26 S.
	real property and its appurtenances described as. Rivers North, situated in Section 36, T 25 S, and Section 1, T 26 S.
E:W: M., Nialilan Court	이 같은 것 같은 것에서 승규는 것 같아. 그는 것 같아? 이 가지 않는 것 같아. 가지 않는 것 같아.
RCHASE PRICE: all be paid as follows:	\$ <u>12.700.00</u> \$ <u>1.000.00</u>
a) Cash Price) <u>11.700.00</u>
c) Unpaid Balance of Oca	s <u>6,400,00</u>
(Amount to be financed) (inter- (d) FINANCE CHARGE (e) OTHER CHARGES \$6.00 Record:	ing, \$27.00 Escrow $\frac{92}{92}$
A ANNUAL PERCENT, OF	
(g) Deferred Payments (c+d+e)	interpolytetanding balance at nine and one halt
Buyer will pay the remainder of the purchase price, with intere	est on the declining outstanding balance at <u>nine and one half</u> equal monthly payments of <u>151.40</u> Dollars ereafter until the entire unpaid balance of the purchase price has been paid to Seller. It is Agreement, Seller will give credit for all interest previously paid and waive all of this Agreement, seller will give price and the unearned interest.) Payable intere principal balance without penalty or payment of the unearned interest.) Payable
d on the same day of each succeeding calendar month the	equal monthly provide a set of the purchase price has been paid to Senor ereafter until the entire unpaid balance of the purchase previously paid and waive all of this Agreement, Seller will give credit for all interest previously paid and waive all ntire principal balance without penalty or payment of the unearned interest.) Payable ntire principal balance without penalty or payment of the unearned interest.) Payable other side for Important Information
paid accrued interest. Buyer may at any time prepay the of accrued interest. Buyer may at any time prepay for 97701	a other side for Important Information
in he used as principal residence (See Sec.	Z of Truth & Lending Acts
the option to yold your contract or agr	eement by notice to the Seller if you do not receive a property report of the Office of Interstate Land Sales Registration, U.S. Department of the Office of Interstate Land Sales Registration, U.S. Department is of, or at the time of your signing the contract or agreement. If you we of, or at the time of your signing the contract or agreement, if you is of the contract or agreement you have the right to revoke while individual of the third business day following business holidays:
prenared pursuant to the rules and regulations	e of, or at the time of your signing the contract you have the right to revoke
of Housing and Urban Development, in actual	rior to signing the contract of agreement y business holidays:
receive the property report less than to the Seller	of the Office of Interstate Later signing the contract or agreement. If you be of, or at the time of your signing the contract or agreement you have the right to revoke rior to signing the contract or agreement you have the right to revoke r until midnight of the third business day following business holidays: r until midnight of the third business day following business holidays: orial Day, Independence Day, Labor Day, Columbus Day, Veteran's
the contract of agroom Machington's Birthday, Memo	orial Day, Independence Day,
New Year's Day, Washington Day, Thanksgiving and Christmas.	
Day, Thanksgiving and C	
	ITD. BUYER
SELLER D-CHUTES ESTATES OREGON	
경험에 가장 감독 전 것 같은 것은 것 같은 것 같은 것 같은 것 같은 것 같아요. 이 가지 않는 것 같이 있다.	to. Robert Willandes
Address PO Box 58 Crescent Tial	
(Address). Current	$p \rightarrow p \rightarrow$
Salesman	Barbara L. Welbanks
Salesman	SEND TAX STATEMENTS TO THE BUYERS
Salesman By Barbara A Beller	SEND TAX STATEMENTS TO THE BUYERS
Salesman, By <u>Banhara Biller</u> General Partner	SEND TAX STATEMENTS TO THE BUYERS
Salesman, By <u>Barharno</u> A Biller General Partner STATE OF OREGON	SEND TAX STATEMENTS TO THE BUYERS AT P.OL BOX 48 SS. Crescent Lake, Ore. 97425
Salesman, By <u>Bahum a Biller</u> General Partner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978	Barbara L. Willbanks SEND TAX STATEMENTS TO THE BUYERS AT P.OL Box 48 Ss. Crescent Lake, Ore. 97425 , Date
Salesman, By <u>Bahum a Biller</u> General Partner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978	Barbara L. Willbanks SEND TAX STATEMENTS TO THE BUYERS AT P.OL Box 48 Ss. Crescent Lake, Ore. 97425 , Date
Salesman, By <u>Bankatos A Bulan</u> General Partner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978 Personally appeared the above-named OREGON LTD, and acknowledging the for	SEND TAX STATEMENTS TO THE BUYERS AT P.OI BOX 48 SS. Crescent Lake, Ore. 97425 , Date BARBARA A. BEDARD, General Partner for D. CHUTES ESTATES regoing instrument to be her volumary ac Before me regoing instrument to be her volumary ac Before me
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Salesman By Balan A Biller General Pariner STATE OF OREGON County of Klamath Oct. 1, 1978 Personally appeared the above-named OREGON LTD. and acknowledging the for	SEND TAX STATEMENTS TO THE BUYERS AT <u>P.OL BOX 48</u> AT <u>P.OL BOX 48</u> Ss. <u>Crescent Lake, Ore. 97425</u> , Date BARBARA A. BEDARD, General Partner for D. CHUTES ESTATES regoing instrument to be her volumery ac Before me. Notary Public for Ore on Notary Public for Ore on Notary Public for Ore on My Commission expires: Dec. 28, 3959
Salesman By <u>Bankino A Bilan</u> General Partner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978 Personally appeared the above-named OREGON LTD. and acknowledging the for STATE OF OREGON	SEND TAX STATEMENTS TO THE BUYERS AT P.OL BOX 48 SS. Crescent Lake, Ore. 97425 , Date BARBARA A. BEDARD, General Partner for D. CHUTES ESTATES regoing instrument to be her volumary act Before the Notary Public for Oregon
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Salesman By <u>Bananov A Butanov</u> General Partner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978 Personally appeared the above-named OREGON LTD., and acknowledging the for STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978 Personally appeared the above-named Instrument to be <u>their</u> volu	SEND TAX STATEMENTS TO THE BUYERS AT P.OL BOX 48 AT P.OL BOX 48 }ss. <u>Grescent Lake</u> , Ore. 97425 , Date BARBARA A. BEDARD, General Partner for D. CHUTES ESTATES regoing instrument to be her volument and Before me Notary Public for Oregon Notary Public for Oregon My Commission expires: Dec., 28, 1989 }ss. Date BOD & Barbara WilbankBand comover det the foregoing untary act. Before me
Salesman By Balance A Biller General Pariner STATE OF OREGON County of <u>Klamath</u> Oct. 1, 1978 Personally appeared the above-named OREGON LTD. and acknowledging the for STATE OF OREGON County of Klamath Oct. 1, 1978	SEND TAX STATEMENTS TO THE BUYERS AT P.OL Box 48 AT P.OL Box 48 Ss. Grescent Lake, Ore. 97425 , Date , Date BARBARA A. BEDARD, General Partner for D. CHUTES ESTATES regoing instrument to be her volument act Before me. Notary Public for Oregon My Commission expires: Date Bob & Barbare Wilbank Band Comowledged the foregoing Untary Public for Oregon Notary Public for Oregon

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CONTRACT FOR THE SALE OF REAL ESTATE

Werranty of Possession: ST G 2900 to the date of this contract and shall have the right to remain Buyer shall be entitled to possession of sale of entires on the date of this contract and shall have the right to remain Buyer shall be entitled to possession of sale of entires of the date of this contract and shall have the right to remain Buyer shall be entitled to possession of sale of entires of the date of this contract and shall have the right to remain Buyer shall be entitled to possession of sale of the date of this contract and shall have the right to remain **Buyer's Inspection:**

Buyer's Inspection: Buyer has purchased the property solely upon Buyer's own personal inspection and in its present actual condition and has not relied upon any warranties or representations made by the Seller, or by any agent of the Seller, TMEMBERGA Warranty of Title:

Seller warrants and oppresents to Buyerilliat Seller owns the property in the simple free from all endumbrances 2000 apt subjectionestrics on 6 mine patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files BOIRG BEANDRUN of the County Clerk of Klamath County.

Payment of Seller's Liens:

Payment of Seller's Liens: Seller warrants that Seller will make all payments on any contracts, mortgages, liens, judgments or other encum-brances outstanding which Seller has incurred during or prior to this contract as the same fall due except this years real property takes if this agreement is made after June 30th and before November 15th. Buyer agrees to Purchase contract to that warre taxes

real Dioperty taxes if this agreement is made after June June June and Denore Note that Current years taxes. Subject to that current years taxes. Payment of Taxes and other Liens: Buyer will pay all liens which Buyer permits or which may be lawlully imposed upon the property promptly and befort that same or any part thereo Decome before the grad that the rate provided here in the rate of the same of the property to become delinquent or shall fail to pay any lienor liens imposed or permitted upon the property to become delinquent or shall fail to pay any lienor liens imposed or permitted upon the property data become due, the Seller without obligation to do so, shall have the right to pay the amount due and to add said appoint to the contract balance, to bear interest at the rate provided herein. Removal of Improvements: Normprovements placed on the property shall be removed before this contract is paid in full. "Use of Property" "Bayer agrees not to ablise miles are brody water the property, real or bersonal, described in this contract and to main-tain the property. "Bayer agrees not to ablise miles are brody and the property in an under any data better the property." "Bayer agrees not to ablise miles are brody and the agreement of the property. "Bayer agrees not to ablise miles are brody and the agreement and the agreement of the property." "Bayer agrees not to ablise miles are brody and the agreement of the property in an under a blog and a property. "Bayer agrees not to ablise miles are the agreement of the agreement of the property and the property of the property of the property and the agreement of the property of the property

In any the probability in good condition and have be selected in the selected and s

Seller further warrants to Buyer that it during the first year after this purchase Buyer cannot obtain an individual approval on said lot Seller will make full refund of all monies to Buyer.

Buyer's Deedia, asian benacuu uncon entre consister an all addresses to Buyer, or Buyer's heirs or assigns, a good when Buyer pays and performs this contract of the senarable title in fee simple, free and clear of encumbrances and sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances of the sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances in the sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances in the sufficient warranty deed conveying good and merchantable title in fee simple. If the and clear of encumbrances in the dedication of the Buyer's heirs or assigns and sufficient warranty deed conveying the Buyer and the State of Orebon, restrictions in the dedication in the Deltent from the United States Government and the State of Orebon, restrictions in the dedication uosing the good and the State of Orebon, restrictions in the dedication uosing the good and the state of orebon, restrictions in the dedication uosing the good and the sense of the county of the sense of the county of the sense of the county of the sense of the count of the sense of the county of the sense of the count of the sense of the count of the sense of this contract and Buyer agrees to promptly make all payments when due and to fully and promptly perform all other obligations of this contract. In the event of default by the Buyer upon any of the terms and conditions contained herein and after 30 days written notice of default by Seller.

and conditions contained herein and alter 30 days written notice of default by Seller.

(1) Seller may declare this contract terminated and at an end and upon such termination, all of Buyer's right, title and interest in and to the described properly shall immediately cease. Seller shall be confiled to the immediately cease. diate possession of the described property, may forcibly enter and take possession of said property removing,

Buyer and his effects, and all payments theretofore made by Buyer to Soller and all improvements or fixtures placed on the described property shall be retained by the Seller as liguidated damages, or in the alternative. praced on the described property sharrow retained by the Sener as inquidated damages, on in the anomative. (2) Seller may, at his option, declare the entire unpath principal indexed the path as price with interest of the path and payable, and foreclose this contract by strict foreclosure in equity, and upon the filling of such suit all of the Buyer's right, title and interest in and to the above described property shall be and interest in and to the above described property shall be and interest in and to the above described property shall be and interest in and to the above described property shall be and interest in and to the above described property shall be addressed by the second start of th cease. Seller shall be entitled to the immediate possession of said property; may forcibly enter and takes possession of sale property removing Buyer and his effects and all payments theretofore made by Buyer to

pessession of sale property removing Buyer and his effects and all payments thereforce made by buyer to Seller and all improvements or lixfures placed on the described real property shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with the suit for strict foreclosure but shall begin further ace (hereof), and in the event Buyer shall refuse to deliver bestession upon the filing of such suit. Buyer, by the execution of this contract, consents to the entry of an interfocutory, orden granting possession of the transistent by the Seller posting a bond or having a receiver appointed; or in the Toreclosure without the necessity of the Seller posting a bond or having a receiver appointed; to visual

alternative. (3) Seller shall have the right to declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and in such event, Seller may either bring an action at law for the balance due,

Thereon at once due and payable, and in such event. Seller may either bring an action at taw for the balance due, thereby valuing the security, ocin the alternative, may file suit in equity for such unpaid balance of principal and interest and have the brogenty sold al indicite sale with the proceeds thereof applied to the court costs of such suits, attorney's fees, and the balance due Seller, and may recover a deficiency judgment against the Buyer for any unpaid balance remaining on this contract. (4) In addition to the aforementioned on the sole seller shall have any and all other remedies under the law. Payment of Court Cost:

Rayment of Court Cost: If suit or action is instituted to enforce any of this contract, the prevailing party shall be entitled to such sums as the court of action in any court including any appendice court in court of action in any court including any appendice court in addition to costs and disbursements provided by statute. Prevailing party shall also recover cost of title report. Waiver of Breach of Contract:

The parties agree to that failure by either party at any time to require performance of any provision of this contract shall in no way affect the right to enforce that provision or be held a waiver of any subsequent broach of any such

provision hunganitan esikencen munikunut tie ar an au sain

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the _9th _dav_of M78 October A.D., 19 78 at 9:31 A_M., and duly recorded in Vol o'clock_

_on Page_22405

· 法参D	

FEE \$6.00

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WM. D. MILNE, County Clerk-By Deretha Adilat.

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