

day of October, 1978 by and between

DALE N. SCHEER and WANDA L. SCHEER, husband and wife,  
hereinafter called the vendor, and

hereinafter called the vendor, and  
RICHARD CONTRERAS and RENEE G. CONTRERAS, husband and wife,  
hereinafter called the vendee

WITNESSETH

Vendor S agrees to sell to the vendee S, and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:

Lot 2, Block 5, Gatewood Tract, 1035, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

the County Clerk of Klamath County, Oregon.  
Subject to Deed of Trust, given to Equitable Savings and  
Loan as beneficiary, dated June 10, 1974, recorded July 3, 1974  
in M74 page 8185, records of Klamath County, Oregon, which Vendors  
herein agree to pay and hold Vendees herein harmless.

Offered for a price of \$ 53,900.00 new and payable as follows: to wit: \$20,000.00 cash and \$33,900.00 in 12 monthly payments of \$2,825.00 each, beginning on the 1st day of January, 1998, and continuing on the 1st day of each month thereafter, until the full amount has been paid. The above price is for the vehicle only and does not include the cost of title, license, and other taxes and fees. The seller warrants that the vehicle is a 1995 Ford Taurus, 4-door, 2.5 liter V-6 engine, automatic transmission, and is in good condition. The seller also warrants that the vehicle is free of all liens and encumbrances. The buyer agrees to take delivery of the vehicle on or before the 1st day of January, 1998, and to pay the full amount of the purchase price on or before the 1st day of January, 1998. The buyer also agrees to pay the cost of title, license, and other taxes and fees. The seller agrees to deliver the vehicle to the buyer on the 1st day of January, 1998, and to provide the buyer with the title and other documents necessary for the buyer to take delivery of the vehicle. The seller also agrees to provide the buyer with a copy of the vehicle's maintenance records. The buyer agrees to pay the full amount of the purchase price on or before the 1st day of January, 1998, and to pay the cost of title, license, and other taxes and fees. The buyer also agrees to pay the cost of delivery of the vehicle to the buyer. The seller agrees to deliver the vehicle to the buyer on the 1st day of January, 1998, and to provide the buyer with the title and other documents necessary for the buyer to take delivery of the vehicle. The seller also agrees to provide the buyer with a copy of the vehicle's maintenance records.

1978, and, further, installment, on the 10th day of every month thereafter, until the full balance and interest ~~are paid~~. The entire balance, both principal and interest, to be paid in full on or before the 30th day of April, 1980. In addition to the monthly payments, Vendees shall pay all taxes and insurance when due. In the event Vendees do not pay said taxes and insurance, Vendors may, at their option pay the same and add them back to the principal of this contract, said sums to bear interest at the rate provided herein.

contract, said sums to bear interest at the rate provided herein.  
Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the  
survivors of them, at the Klamath County Title Company, at Klamath Falls.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property as of date of closing.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath County Title Company

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

WITNESS the hands of the parties the day and year first hereinabove

Return to KCTC

Mail to [unclear]

Richard Contreras

4881 Driftwood

K. Falls

Dale Scheer

Wanda Scheer

Richard Contreras

Renee Contreras

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 10 day of October, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DALE N. SCHEER and WANDA L. SCHEER, husband and wife, and RICHARD CONTRERAS and RENEE G. CONTRERAS, husband and wife,

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

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

Notary Public for Oregon  
My Commission expires 8-5-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of October A.D., 1978 at 3:28 o'clock P.M., and duly recorded in Vol M78 of Deeds on Page 22636.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernice S. [unclear] Deputy