TWO RIVERS NORTH

CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this 18th day of NOV.
THIS AGREEMENT, made this <u>18th</u> day of <u>Nov.</u> 19 <u>78</u> between D-CHUTES ESTATES OREGON LTD., herein called Seller, and <u>James W. & Carol J. Bryant</u>
herein called Buyer:
AGREEMENT:
Seller agrees to sell, and Buyer agrees to buy, real property and its appurtenances described as: R 7 F W M Klauser A Tract No. 1042, Two Rivers North situated in Section 69.
W. W., Mamath County Oregon
Shall be paid as follows: (a) Cash Price
(b) Down Payment: (cash check new street) \$ 15:000.00
(Amount to be financed) (line a minute)
(e) OTHER CHARGES 120. sp. tk. \$25 main. \$6.00 Rec. \$ 12.316.00 (f) ANNUAL PERCENTAGE RATE \$29.00 Esc. \$ 180.00
(g) Deferred Payment Price (outle) 929 000 ESC.
(h) Total of Payments (c+d+e) Buyer will pay the remainder of the purchase of
percent (9 %) in
and on the same day of each succeeding calendar month thereafter until the extremal payments of
(If Buyer pays the entire balance within six months from date of this Agreement, Seller will give credit for all interest previously paid and waive all at the office of the Seller, P.O. Box 792, Bend, Oregon 97701.
This property will be used.
This property will be used as principal residence (See Sec. Z of Truth & Lending Act). Buyer represents that he has personally been on the property described herein. Initial NOTICE TO BLIVED
You have the option to will NOTICE TO BUYER
You have the option to void your contract or agreement by notice to the Seller if you do not receive a property report of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement by notice to the Seller if you do not receive a property report of Housing and Urban Development, in advance of, or at the time of your signing the contract or a seller if you do not receive a property report less than 10.
receive the property and Development, in advance of, or at the time of your signing the registration, U.S. Department
receive the property report less than 48 hours prior to signing the contract or agreement. If you the contract or agreement by notice to the Seller until midnight of the third business day following business holidays: Day, Thanksgiving and Christmas
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas.
SELLER D-CHUTES ESTATES OREGON LTD. BUYER
Broker Dan David & A.
Address PO Box Do Come (1)
Address 10 Box of Crescent Lk. Or
Salesman
Be a la Carol District
General Partner SEND TAX STATEMENTS TO THE BUYERS
75 0
County of Klamath ss. Albany, Oregon 97321
Nov. 18, 1978 Date
Personally appeared the at
Personally appeared the above-named BARBARA A BEDARD, General Partner for P-CHUTES ESTATES OREGON LTD., and acknowledging the foregoing instrument to be her voluntary act Before me
- Samuel & Charles
Notary Public for Oregon
My Commission expires: Dec. 28, 7097
County of Klamath)ss. Dec. 28, 1981
Nov. 18, 1978
, Date
Personally appeared the above-named J.W. & C.J. Bryant and acknowledged the foregoing voluntary act. Before me:
fter recording return to:
Central Oregon Escrow Service Notary Public for Oregon
358 East Marshall 37 My Commission expires: Dec. 28, 1981
Bend Oregon 97701 abest 37-1
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Warranty of Possession:
Buyer shall be entitled to possession be said premises on the date of this contract and shall have the right to remon in possession so long as Buyer is not in datable under the terms of this contract

Buver'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 of representations made by the Seller, or by any agent of the Seller.

Warranty of Title:

Seller warrants and represents to Boyen that Seller owns the property in transimple free from all enoughbrances page of subject to restrictions in the patent from the United States Government and the State of Orecon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County

Payment of Seller's Liens:

Seller warrants that Seller will make all payments on any contracts, mortgages, frons, judgments or other endumprances outstanding which Seller has incurred during or prior to this contract as the same tall due except it is years raw properly takes if this agreement is made after June 30th and before November 15th. Buyer agrees to Purchase Subject to that current years taxes.
Payment of Taxes and other Liens:

Buyer will pay all liens which Buyer permits or which may be lawfully imposed upon the ploperty promotly and before the same or any part trareof pecome past due. In the event that the Buyer shall allow the takes or other assess-Detrotating same of any participation became defining enter the permitted that the property to become defining enter the property to become defining enter the pay any lien or liens imposed on permitted upon the property as they become due, the Select without origination to do so, shall have the right to pay the amount of each said to add said amount to the contract balance to bear interest at the rate provided herein.

Remayal of improvements:

the improvements placed on the property shall be removed before this contract is paid in full

Use of Property: 100

Buyer's grees not to abuse, misuse or waste the property, real or personal, described in this contract and to main-

tain the property in good condition. Seller warrants and represents to Buyer that Seller has obtained proliminary subsurface sewage disposal approve Set or further warrants to Buyer that if during the first year after this purchase Buyer cannot obtain an individual approval on said for Seller will make full returns of all monies to Buyer.

Buyer's Deed:

Buyer's used:

When Buyer pays and performs this contract in full, Suigranall give to Buyer of Buyer's noirs or assigns a good and sufficient warranty deed conveying good and merchantanic title in fee simple free and clear of encombinations and the analysis helps and engine respectively. The Buyer's helps or assigns and suffective restrictions in the patent from the United States Government and the States Coregon, restrictions in the padication of the plat, the migutations and rules of Klan ain County, and restrictions of the official files of the County County and Restrictions of the official files of the County County and Restrictions of the official files of the County County and Restrictions of the official files of the County County and Restrictions of the official files of the County County and Restrictions of the official files of the County County and Restrictions of the official files of the County Count

Seller's Remedies:

Clerk of Klamath County.

Seller's Remedie:

Time is of the essence of this contract and toys is preed to promptly make all payments where a learned to hely and promptly perform all other obligations of this contract. In the event of default by the Buver upon any of the terms and conditions contained herein and after 30 Mays written notice of default by Seller.

(1) Seller may declare this contract termonic, and at an end and upon such termination, a 1-18 to 18 miles in the and increase in and to the described properly shall immediately cease. Seller shall be only in the time date possession of the described properly and on the described properly shall be required made by Buyer to Seller and all an ordinance of the purchase price with interest blacked on the described properly shall be retained by the Seller as liquinated damages, or in the advantage (2) Seller may at this option, declare the contract unpaid principal parands of the purchase price with interest thereon at once due and payable, and foreclose this contract by such foreclosure in equal, and upon the thing of such suit of of the buyer's right, the end interest in and to the above-described properly shall immediately cases. Seller, shall be a titled to the name date possession of said properly shall be or tained by buyer to seller and all improvements or fixtures places on the described real properly shall be or tained by buyer to seller and all improvements or fixtures places on the described real properly shall be or tained by the Seller as hullidated damages. Such high to besession in the Seller shall not be deen different to the said to reconsistent with the said for strong and upon the filing of such such that shall be in the ceases of upon the filing of such such that shall be or the ceases. alternative

(3) Seller shall have the right to declare the entire arrival principal balance of the purchase or its implement thereon at once due and payable, and in such event. Seller may either bring an action at Idw for the Filtance due. thanby waiving the security, or in the afternative, may be suit in equity for such unpaid ratance of penegral and interest and have the property sold at judicial sale with the proceeds thereof applied to the court coals of such suits, attorney's feet and the balance due Selled and may recover a deficiency judgment against the Buyer for any unpaid balance remaining on this contract

(4) In addition to the alorementioned remeders. Seiler shall have any and all other remedies under the law

Payment of Court Cost:

If suit or action is instituted to enforce any of this contract, the prevailing party shall be entitled to such sures sales could may adjudge easonable as attorney's fees in said suit or action in any court including any applicable court in addition to costs and disbursements provided by statute. Prevailing party shall also receive cost of title report. Waiver of Breach of Contract:

provinceor

	STATE OF OREGON; COUNTY OF KLAMATH; 53.	
e ja james	filed for record dependence	
2000	12th day of December A. D. 1978 at 0 clock PM are	
	duly recorded in Vol. M-78, of Deeds on Page 27833	
	Fee \$6.00 By Legueline	2