

59863

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AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 22nd day of September, 1978
 BETWEEN Martin L. Biery and Beatrice L. Biery (name), whose address is
 (or principal place of business is) 11401 Brookhurst St., Garden Grove, California

hereafter designated as "SELLER,"
 AND James H. Rose (name), whose address is
 (or principal place of business is) 9756 Chapman Ave., Garden Grove, California

hereafter designated as "BUYER,"

WITNESS: That Seller, in consideration of covenants and agreements hereinafter contained agrees to sell and convey to Buyer, and Buyer agrees to buy the following described real property: Eighty (80) acres described as follows: The West 1/2 of the Northeast 1/4 of Section 3, T34 South, R13 East Willamette meridian.
KLAMATH FALLS FOREST ESTATES SYCAN UNIT AS RECORDED IN KLAMATH COUNTY, OREGON

IN CONSIDERATION therefor, Buyer agrees to pay Seller (\$9,000.00)
Nine Thousand - DOLLARS
 lawful money of the United States, in the following manner: Upon execution and delivery of this Agreement, Buyer shall pay to Seller the
 sum of (\$3,000.00) Three Thousand - DOLLARS,
 receipt of which is hereby acknowledged, and further, the sum of (\$6,000.00) Six Thousand Dollars -
 payable at the rate of \$100 per month commencing

on the 20th day of October, 1978, with interest at the rate of 8 1/2%
 per cent per annum.
 Taxes for 1978 - 1979

James H. Rose and he shall agree to pay all assessments levied subsequent to date hereof:
 The basis upon which any tax estimate, if any, is made herein is the assessment by the county

Buyer agrees to keep any building now upon, or hereafter erected upon said premises, insured against loss or damage to its full insurable value. No building on premises

IT IS UNDERSTOOD AND AGREED, that time is of the essence of this contract and should Buyer fail to comply with the terms hereof, then Seller may at his option be released from all obligations in law and in equity to convey said property, and Buyer shall thereupon be deemed to have waived all rights thereto and all moneys theretofore paid under this contract shall be deemed payments to Seller for the execution of this Agreement and for the rental of the premises.

SELLER, on receiving full payments at the times and in the manner herein provided, agree to deliver a policy of title insurance showing title to be vested in Martin L. Biery and Beatrice L. Biery free of encumbrances, except

and to execute and deliver to Buyer James H. Rose
 a good and sufficient deed to the premises herein described.

The number of years required to complete payment in accordance with the terms of this Agreement are 6 (years) - (months)

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year first above written.

Martin L. Biery MD James H. Rose
Beatrice L. Biery

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of
December A.D., 1978 at 10:59 o'clock A.M., and duly recorded in Vol. M-78
 of Deeds on Page 28357

FEE \$3.00

WM. D. MILNE, County Clerk

By Jackeline J. Mettler Deputy

Ret: James H. Rose
9756 Chapman Ave.
Garden Grove, Ca.

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