

11

61548

CONTRACT—REAL ESTATE

Vol. 79

Page

1941

THIS CONTRACT, Made this 1ST day of NOVEMBER, 1978, between
 CECIL E. ANTOINETTE G. AND JOHNNY M. ELLIOTT
 P.O. BOX 27 SPRAGUE RIVER, OR. 97639
 and PATSY CHRONISTER GENERAL DELIVERY SPRAGUE RIVER, OR. 97639
 hereinafter called the seller,
 hereinafter called the buyer,

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 de-
 scribed lands and premises situated in KIAMATH County, State of OREGON, to-wit:

BLOCK 7, LOTS 5, 6, 7, 8, 9, 10, 13, 14, 15, AND 16. LOCATED IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF
 SECTION 14 TOWNSHIP 36S RANGE 10E W.M. FIRST ADDITION TO SPRAGUE RIVER.

for the sum of FIVE THOUSAND DOLLARS AND NO/100 Dollars (\$5000.00)
 (hereinafter called the purchase price), on account of which SEVEN HUNDRED AND FIFTY NO/100
 Dollars (\$750.00) 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: \$4250.00) to the order
 of the seller in monthly payments of not less than EIGHTY SEVEN DOLLARS AND 21/100
 Dollars (\$87.21) each, MONTH

payable on the 1ST day of each month hereafter beginning with the month of DECEMBER, 1978,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
 all deferred balances of said purchase price shall bear interest at the rate of 8% per cent per annum from
 NOVEMBER 1, 1978 until paid, interest to be paid MONTHLY and * (being included in
 the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
 rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is
 (A) primarily for buyer's personal, family, household or agricultural purposes;

The buyer shall be entitled to possession of said lands on 1978, and may retain such possession so long as
 he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
 erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's
 and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
 such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
 after lawfully may be imposed upon said premises, all promptly, before the same or any part thereof become past due; that at buyer's expense, he will
 insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount
 not less than \$NONE in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
 their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
 such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added
 to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to
 the seller for buyer's breach of contract.

The seller agrees that at his expense and within 120 days from the date hereof, he will furnish unto buyer a title insurance policy in-
 suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
 save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
 said purchase price is fully paid and upon request and clear of encumbrances as of the date hereof and free and clear of all encumbrances
 premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances
 since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal
 liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is
 a creditor, at such word, in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures;
 for this purpose, use Stevens-Ness Form No. 1308 or similar; unless the contract will become a first lien to finance the purchase of a dwelling in which event use
 Stevens-Ness Form No. 1307 or similar.

CECIL E. ANTOINETTE G. & JOHNNY M. ELLIOTT
 P.O. BOX 27
 SPRAGUE RIVER, OREGON 97639

SELLER'S NAME AND ADDRESS

patsy chronister
 GENERAL DELIVERY
 SPRAGUE RIVER, OREGON 97639

BUYER'S NAME AND ADDRESS

After recording return to:
 CECIL E. ELLIOTT
 P.O. BOX 27
 sprague river, Oregon 97639

NAME, ADDRESS, ZIP

Until a change is requested all fax statements shall be sent to the following address:

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-
 ment was received for record on the
 day of 1978,
 at 10:00 o'clock P.M., and recorded
 in book 1000 on page 1000 or as
 file/reel number 1000
 Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

Recording Officer
 By

Deputy

ROBERT S. MANN AND ALBERT

0120112401

~~However, the actual consideration for~~

Cecil E. Elliott, John W. M. Elliott, Kathy J. Elliott
Patricia J. Elliott

STATE OF OREGON, County of

Personally appeared, the

NOTARIAL PUBLIC acknowledged the foregoing instru-
voluntary act and deed.

OFFICIAL: *Constance J. Truesch*

DOB: 12 (My commission expires 1 May 2, 1962)

each for himself and not one for the other, did say that the former is the

and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the instrument was signed and sealed in be-

Before me: _____ (SEAL)

to personal property at a time more than 12 months from the date that the instrument

(ORS 93.000(3) - Violation of ORS 93.000(3))

101 ING STUY OL (DESCRIPTION CONTINUED)

Page 2 of 2

COUNTY OF KLAMATH; ss.

Filed for record at request of Mountraine
A.D. 1979 at 3:36'clock P.M.,

fully recorded in Vol. 1175 Wm D. MILNE, County
for Hazletoch

(continued)

SECTION 16, JOURNAL OF THE HOUSE FOR THE FIRST SESSION OF THE FIFTY-THIRD GENERAL ASSEMBLY, 1951.

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said County of Los Angeles, California, this 14th day of May, 1964.

SUBJ: CHRONOLOGICAL EXAMINE DATED 08-09-76

B.O. BOX 33, 140TH ST, THUNDER BAY, ONT. L4N 1A1
 CROFT'S VELOCITIES LTD. AND TOMMY W. RYAN
 1412 COMENECI W 40 WTS TEL 496-01 HGA 4000

01210 COMEXCEL - HIVE PRIVE 101 101 101

[illegible]