-1/2021-3-2 <u>FORM No. 705-CONTRACT-REAL ESTATE-Memble</u> TT 1.500	
61639	contract_real estate Vol. <u>M79</u> Page 2096 -
THIS CONTRACT, Made th Samuel L. Matthews an	is OMM day of Vonuary, 19.79, between d L. Ruth Matthews, husband and wife, hereinalter called the seller, Development Center, Inc., an Oregon corporation, hereinatter called the buyer.
WITNESSETH: That in co seller agrees to sell unto the buyer	nsideration of the mutual covenants and agreements herein contained, the and the buyer agrees to purchase from the seller all of the following de-
eing a Subdivision of	t 1, Block 2, SECOND ADDITION TO ALTAMONT ACRES, Fracts 1, 2, 3, 4, 22, 23, and 24 ALTAMONT RANCH
RACTS, in the County of Nublect however to the	f Klamath, State of Oregon. a following:
City of Klamath Falls. 2. Regulations, includ. and easements for ditch 3. Regulations, includ basements of the South 4. Reservations in dee	ing levies, liens and utility assessments of the ing levies, assessments, water and irrigation right es and canals of Klamath Irrigation District. ing levies, liens, assessments, rights of way and Suburban Sanitary District. d from Nassau Co., to Arthur T. Tappan, recorded ge 565, Records of Klamath County, Oregon, as
tain irrigation ditches	hereby reserved to enter upon, construct and main- for the purpose of conveying irrigation water alor he above described property."
(hereinafter, called the purchase pr Dollars (\$10,000.00) is paid	usand and no/100 Dollars (\$ 70,000.00.) ice), on account of which. Ten thousand and no/100 on the execution hereof (the receipt of which is hereby acknowledged by the e remainder of said purchase price (to-wit: \$ 60,000.00) to the order of not less than. Six hundred and no/100
Dollars (\$. 600.00) each, payable on the 1st. day of ea and continuing until said purcha all deterred balances of said purc date of closing.	ch month hereafter beginning with the month of February, 19.79; se price is fully paid. All of said purchase price may be paid at any time; hase price shall bear interest at the rate of10. per cert per annum from until paid, interest to be paid
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Dollars (\$. 600.00) each, payable on the 1st. day of ea and continuing until said purcha all deterred balances of said purc date of closing the minimum monthly payments a rated between the parties hereto a The buyer systems to and covenants "(B) for an organization or (even if I The buyer shall be entited to possessio he is not in default under the terms of this c erected, in good condition and repair and will and all other lines and save the selfer hamle such lines; that he will pay all taxes hereto insure and keep insured all buildings may on the lines; that he will pay all taxes here insure and keep insured all buildings may on the seneetive inferrets may appear and all in which even the selfer the value may be imposed upon said new insure and keep insured all buildings may and new the seneetive inferrets may appear and all in the seneetive inferrets may appear and all in	ch month hereafter beginning with the month of <u>February</u> , 19.79; se price is fully paid. All of said purchase price may be paid at any time; hase price shall bear interest at the rate of <u>100</u> per cerit per annum from until paid, interest to be paid <u>monthly</u> and <u>times</u> <u>in addition to</u> <u>iuntil paid</u> , interest to be paid <u>monthly</u> and <u>times</u> <u>ibeng</u> included in above required. Taxes on said premises for the current tax year shall be pro- is of the date of this contract. with the seller that the real property described in this contract is <u>monthly</u> <u>1079</u> , and may retain such possession so long as ontact. The buyer afters that at all times he will keep the buildings on said premises. Now or hereafter interest or permit any waste or strip thereof; that he will keep said premises there thom metalling as and prometty before the same or any part thereof, pust charge and municipal lines which here- thered for on said property adjust on any att where one past due; that at buyer's expense, he will hereafter excited on said promises logs or damage by fire (with at buyer's expense, he will hereafter companies satisfactory to the seller, with loss payable first to the seller and then to the buyer a built and to be delivered to the seller, with loss payable first to the seller and then to the buyer as built and the due due to the seller, with loss payable first to the seller and then to the buyer as ball fail to pay any blices of insurancer to be delivered to the seller, as won as insured. Now if the buyer shall fail to pay any blices of the buyer on the delivered to the seller as mon as insured. Now if the buyer on the deliver the deliver of pays any bade the deliver of the deliver as dedict
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Dollars (\$ 600.00) each, payable on the list. day of ea and continuing until said purchas all deferred balances of said purch all deferred balances of said purch date of closing the minimum monthly payments a rated between the parties hereto of The buyer warrants to and covenants "(nr) minming the buyer present to (B) for an organisation or (creen if B) for an organisation or (creen if B) for an organisation or (creen if B) for an organisation or (creen if the buyer shall be entitled to processo the is not in delault under the termined the erected, in good conditions with seller harmle and all other liens and say all taxes heredit and all other liens and say all taxes heredit insure and heep insured all buildings now or full insurable Valu inst less than j such liens, cost, water rents taxes, or charker to and become a part of the dech secured by the seller agrees that at his espense suit of in an amount equal to said printers suit for an amount equal to said printers suit for an amount equal to said printers suit of in an amount equal to said printers suit for an amount equal to said printers suit for an amount equal to said printers suit for an amount equal to said printers and all prints be agrees that at his espense suit prints for able agrees that at his espense suit prints is and public said and information of the suit of an amount equal to said purchases is suit prints and added, perminted or arising b liens, water rents and public charges so assume	Ch month hereafter beginning with the month of <u>February</u> , 19.79; se price is fully paid. All of said purchase price may be paid at any time; hase price shall bear interest at the rate of <u>10</u> per cetit per-annum from until paid, interest to be paid <u>Monthaly</u> , and <u>*</u> in addition to being included in above required. Taxes on said premises for the current tax year shall be pro- toor to the date of this contract. with the selfer that the real property described in this contract is <u>more than additional premises</u> or commercial purposes other than agricultural purposes. In of suid lands on FEDTUARY <u>1</u> . <u>1979</u> , and may retain such possesion so long as other to buyer agrees that all times he will keep the buildings on said premises, new or hereafter is a natural person) is for builties and there is the provide a pain the provide addition of the buyer agrees that all times he will keep the builtings on said premises new or hereafter is suffer or permit any waste or strip thereol; that he will keep said premises here from mechanics as thereform and reinburse seller for all costs and attorney's less incurred by him in detending advants any relevid against said property, as well as all water rents, public charges and municipal liens which here intered. The buyer against to all costs and attorney is less due; that at buyer is express he will here all promities before the same of any pair thereol become past due; that at buyer septens, he will here all promities before the same of any pair thereol, and and municipal liens which here indices of mannes and here inset as the rate allowers and indice adversed of the buyer against to be deliver and allow any of to prove and pay for such insurance, the seller and so and any payment so made shall be added this contract and shall bear interest at the rate allowers of one payment to the due of the addres of any are and the building and other restrictions and ensement deliver a good and willicent deed conveying said s and assign. Ince and licent of end agentered, he will furnish u
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His seals

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 70,000.00⊕However, the actual consideration and or includes other property or wake given or promised which is 10 kMM is unideration (distance which). In case suit or action is instituted to foreclass, this contract or to enforce any provision hereof, the losing party in said suit or action and if an appeal is taken from the property of such that appeal is taken from the provision hereof, the losing party in said suit or action and if an appeal is taken from any from the provision thereof, the losing party further promises to pay such and as the appellate court shall adjudge reasonable as the prevailing party in said suit or action and if an appeal is taken from any interest the court shall adjudge reasonable as the prevailing party such sum as the appellate court shall adjudge reasonable as the prevailing in the such that the seller or the buyer may be more than one person or a corporation; that if the contest so requires, a such and include the plurity quality to corporations and to individuals charges or the organization of the second apply quality to corporations and to individuals charges and include the plurity of a solid apply quality to corporations and to individuals a direct to the benefit of, as the second apply availing the context, and that generally all drammatical changes in a solid and interest of the benefit of as atom and the second apply quality to corporations and to individuals. I changes the apple and the second and interest of the benefit of as and and interest of the benefit of as atom and the second apply availing to corporations and to individuals. I changes and the rest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned are corporation, it may cause the provision to be signed and the second and the second bard apply and the second and the second bard apply and the second apply and the second apply apply and the second a judgmen party's heirs, ex

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Personally appeared JoAnn F. Hathom, Jean H. Terhune Laurence E. Barleen who, being duly sworn each for himself and not one for the Other did say that the former is the and Jean H. Terhune are president and that the latter is the secretary of Klamath Indivi-Personally appeared the above named Samuel **长常将于**这 L Matthews and L. Ruth Matthews, husband and wife, dual Developement Center, Inc., a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation by authority of the board of directors; and each of them acknowledged said instrument to be its yountary act and deed. More many to be its yountary act and deed. (SEAL) yent to be.

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00 My commission expires: 81

OF ALL ALL Public for Oregon ORS 93.035 (1) All instruments contracting to convey fee title to any real property at a time more than 12 months from the date that the instrument executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the conveyor of the title to be con-eyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties ar ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

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(DESCRIPTION CONTINUED)

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ADDENDUM

Samuel L. Matthews and L. Ruth Matthews, husband and wife, and Klamath Individual Development Center, Inc., do hereby agree as follows:

(1) The enforcement of ths contract is contingent on the approval of the proper zoning change by the governmental authorities; if such zoning change is not approved, seller shall retain the monthly payments made through the time that buyer vacates said residence as rental payments, but in the event the zoning change is not approved, seller shall return that sum delivered to him by Transamerica Title upon closing. In addition, buyer shall not be responsible for any further payments after the date that buyer vacates the premises if the zoning change is not approved.

This document is intended to be an addendum to the real estate contract attached hereto and is intended to be supplemental to said contract.

formal L Matt

Samuel L. Matthews

Klamath Individual Development Center, Inc.

Buth Matchews By Ruth Matthews

By Joan 7. Hathm

STATE OF OREGON; COUNTY: OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of January A.D., 19 79 at 3:11 o'clock P M., and duly recorded in Vol M79 Deeds____on Page___2096___ of____

FEE_\$9.00

- 38-T/A- 17221-3-T

WM. D, MILNE, Couply Clerk By Servethas Allsta Deputy