62362

FORM No. 706

MT 7401-L CONTRACT-REAL ESTATE Vol

19 Page

19.79 , between

## GEORGE A. MILLER and

-CONTRACT-REAL, ESTATE-M

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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 described lands and premises situated in. Klamath County, State of Oregon to with ...., to-wit:

Lots 4 and 5, Block 2; SADDLE MOUNTAIN ESTATES, TRACT NO. 1055, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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for the sum of Ten Thousand and 00/100--Dollars (\$ 2,000.00) 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: \$.8,000.00....) to the order of the seller in monthly payments of not less than. One. Hundred and Fifty and 00/100----Dollars (\$.150.00 ...) each,

payable on the IST. day of each month hereafter beginning with the month of 😥 March.... ..., 19 7.9 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 February 1st, 1979 until paid, interest to be paid. monthly and \* { interest being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated 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, lamily, household or agricultural purposes. (B) MARK ALMERSON ANY WARKING WARRAWS WARRAWS WARRAWS WARRAWS AND WARRAWS

Insure and keep insured all buildings now or hereafter erected on said premises against tors or damage by me (wan extended coverage) in an announ-not less than 3 -0- 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, conts, water rents, taxes, or charges or to procue and pay lor such insurance, the seller as soon as insured. Now if the buyer shall fail to pay any 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, conts, water rents, taxes, or charges or to procue and pay lor such insurance, the seller and 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 aloresaid, without waiver, however, of any right arising to the seller obsuyer's breach of contract. Suring (in an amount equal to issid purchase price) marketable title in and 'to said premises in the seller on or subsequent to the date of this agreement, said purchase price is lully paid and upon request and upon surrender of this agreement, he will deliver a food and sulficient deed conveying said premises in les simple unto the buyer, his interia and assigns. Tre and there of this agreement, he will deliver a food and sulficient deed conveying said then, water rents and public charges so assumed by the buyer and they excepting and there were, the said same more reserving and the prevention of a subsequent of the buyer or his assigns. Tre since said date, placed, permitted or arising by, through or under seller excepting, however, the said casements and restrictions and the buyer.

\*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, as such word is defined in the Truth-Lending Act and Regulation 27, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens.Ness from No. 1300 or similar unless the contract will become a first lien to finance the purpose of a dwelling in which event use Stevens.Ness form No. 1307, or similar.

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FOR

ORDER'S USI

(Contin

SELLER'S NAME AND ADDRESS George A. Miller Cedar Groves Kings Canyon, CA 93633

MPC NAME, ADONESS, ZIP

After recording return to:

Until a change is requested all tax statements shall be sent to the following address. grantee.

NAME, ADDRESS, ZIP

STATE OF OREGON

County of I certify that the within instrument was received for record on the day of ..., 19 oslock ... M., and recorded at. in book on page. or as tile/reel number

Record of Deeds of said county Witness my hand and seal of County affixed.

By

Recording Officer Deputy

(357:23)

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- equity, and in any of such cases, all rights and fermine and the tight in the passession of the p seller without any, act of re-entry, or any other- moneys paid on account of the purchase of soid cases of such default all payments therefolder premises up to the time of such default. And it the land alcressid, without any process of law.	a and parties that time is all this seems statutes can be add parties that time in all this seems statutes of the fore this contract null and void. (2), in declare it before this contract null and void. (2), in declare it in sufficient statutes and other declares the interest created on their existing in avoir of the large remins above described and all their dollars around the statutes are absolutely followed and statutes the statutes of on this contract on the barreners and without ones. For the statutes of the performed and without ones, or poperty as absolution to be performed, and the statute band seller, in case of such default, which have the and take immediate parameters of statutes that have with and take immediate parameters of any brench of any pro- years by and seller of any brench of any pro- system itself.	r an advines the selfer hereander shall atterity it by the buyer hereander shalt event to and Rht at the buyer of return, rethenation of con- Sontract and such payments had never been ing to said selfer as the agreed and reasonabl right inimediately, or at any time thereafter. all the improvements and apput enances there	crase and a revest in said upensation for made; and in e rent of said to enter upon con or thereto
sists of or includes other property or value given In case suit or action is instituted, to to sum as the trial court may adjudge reasonable judgment or decree of such trial court, the loo matry's iters ys lees on such trial court. In constraing this contract, it is undersit in constraing this contract, it is undersit that the sum person such is to institut or mean an theil have person such is to institut or mean an theil have person such is to institut or mean an	for this transfer, stated in terms of dollars is \$ or promised which is part of the reclose this contract or to enforce any provision her sattorney's less to be allowed the prevailing part ing party further promises to pay such sum as the bod that the seller or the buyer may be more than d include the plural, the mascular; the fermine and he provisions hereof apply gually to corporations at the benefit of, as the circumstances may require.	Ite which). col, the losing party in said suit or action agree y in said suit or action and if an appeal is tal appellate court shall adjudge reasonable as i one person or a corporation; that if the contes d the neuter, and that generally all gramma	s to pay such ken Irom any the prevailing at so requires, atical changes
hers, esceutors, administrators, personal represe IN WITNESS WHEREOF, is a corporation, it has caused its, duly authorized thereunto by order Bobert A Bobert College C Bobert	natives, successors in interest and assigns as well said parties have executed this instrum corporate name to be signed and its c of its board of directors. F. Parker E. Parker	The immediate parties hereto but the un orporate seal affixed hereto by in Martin Corporate Seal affixed hereto by in George A. Mille	er respective adersigned ts officers T
County of Klamath Linuary 6 197 Personally appeared the above name Robert F. Parker and E. Parker , Guld/sconoviedged the to	2 Personally appea d. Personally appea d. Golda each for himself and inc regoing instru- v act and deed and that the seal attise of said corporation and	t one for the other, did say that the la president and that the la secretary of d to the loregoing instrument is the cor that said instrument was signed and se by authority of its board of directors; a	rmer is the atter is the corporation; porate seal
ORS 03.635 (1) All instruments contract veyed such instruments or memory and the veyed such instruments or 0.88 93.635 (2) All instruments or a memory veyed such instruments or a memory of the set bound thereby: ORS 03.09 Violation of ORS 93.685 (	B: 23-8/       Second Sec	d instrument to be its voluntary act	and deed. (SEAL) e instrument to to be evo- and the par-
State of <u>CALIFORNIA</u> County of <u>FRESNO</u>	SS. the undersigned Notary Pul GEORGE A MILLTR	<u>February</u> 19 <sup>79</sup> , bet	≫ fore me;

OFFICIAL SEAL RI, FUENTEZ NOTARY FUELIC - CALIFORNIA FRESNO COUNTY My comm. expires JUH 13, 1980

known to me to be the person(s) whose name(s) id \_\_\_\_ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. 1.12.73 IN WITNESS WHEREOF; I hereunto set, my hand and official seal.

Mary R. Fuentez Notary

GENERAL ACKNOWLEDBEMENT FORM

TATE OF OREGON; COUNTY OF KLAMATH; E. T ..... iled for record atcasposicofc this \_\_\_\_\_\_ doy of \_\_\_\_\_\_ FEBRUARY\_\_\_\_\_\_ A. D. 1979\_ of \_\_\_\_\_ o'clock P.M. or ~\_\_\_\_\_ duly recorded in Vol. \_M\_79\_\_, of \_\_\_\_DEEDS on Page 3259 Wa D. MILNE, County Clerk FEE \$ 6.00 89