| роем н. 706-сонтелст-еель езтате-<br>тт 66067  | CONTRACT-REAL ESTAT  | re Vol. 70  | Page  | 9173 🏶  |
|--|--|---|---|---|
| THIS CONTRACT, Ma  | de this 23rd day of A  | pril<br>B   | , 19  |   |
| MARIL LAINE MINE   | LATHERN K CRISPEN.   | husband and   | wife  |   |
|  | a la the marked of   | ovenente and ad   | reements hereit   | contained, the  |
| seller agrees to sell unto the scribed lands and premises si   | buyer and the buyer agrees to pu<br>ituated inKlamath  | County, State of  | Oregon  | , to-wit:   |
| Lots 22, 23, and<br>of Klamath, Stat   | 24, Block 7 ORIGINAL TOWN<br>e of Oregon.  | I OF SPRAGUE F  | lVER, in th   | e County  |
| e de la companya de l<br>La companya de la comp  |  | •<br>•  |   |   |
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|  | ng ng tang taginan ng tagin   |   | D - 11 (4   | 11 000.00 )   |
| for the sum ofEle  | ven. Thousand<br>hase price), on account of which  | Ø   | Dollars (\$   |   |
| Dollars (\$) i   | s paid on the execution hereor (   |   | e 11,000,00   | ) to the order  |
| seller); the buyer agrees to<br>of the seller in monthly pe  | pay the remainder of said purcha<br>ayments of not less than   | Indred Sixty  | Six and 92/1  | 00  |
| Dollars (\$.166.92   | ) each,Maillui   |   | •   |   |
| peyable on the 26th de   | ay of each month hereafter beginnin<br>purchase price is fully paid. All   | ng with the mont  | h of April.<br>price may be   | paid at any time;   |
| and continuing until said  | purchase price is fully paid. The  | - A the rote of   | 10 per cer  | t per annum from  |
|  | ud purchase price shall bear intere<br>guntil paid, interest to be<br>yments above required. Taxes on su   |   |   |   |
| the minimum monthly pay  | ments above required. I this contra  | act.  |   |   |
| my turner merrants to and  | covenants with the seller that the real proper   | Ty described in this co   | ntract_is<br>英英英义英英大汉英文   | <b>кнакана к</b> ака  |
| The buyer shall be entitled in the ferrit  | to possession of said lands on ADT1<br>so of this contract. The buyer agrees that at a   | 24  | 9., and may retain<br>buildings on said<br>will keep said prem  | such possession so long as<br>premises, now or hereafter<br>ises free from mechanic's   |
| he is not in detail and in the<br>erected, in good condition and repu<br>and all other liens and save the se<br>such liens; that he will pay all tax   | bersonul. family, household or agreeduate pub-<br>XXXXX AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   | r all costs and attorney<br>ell as all water rents, j<br>or any part thereod becc   | a lees incurred by hir<br>public charges and m<br>ome past due; that a  | n in defending against any<br>unicipal liens which here-<br>t buyer's expense, he will<br>coverage) in an amount  |
| alter lawfully may be imposed upon<br>insure and keep insured all buildin<br>full insura   | n said premises, all promptly bedid premises a<br>gs now or hereafter erected on said premises a<br>hereafter and all premises satisfactory to<br>m and all policies of insurance to be delivered to<br>or charges or to procure and pay for such ins<br>secured by this contract and shall bear interest<br>ract.   | the seller, with loss pay   | able first to the selle   | and then to the buyer as  |
| not less than \$<br>their respective interests may appear<br>such liens, costs, water rents, taxes   | in a company of companies to be delivered to<br>ir and all policies of insurance to be delivered to<br>or charges or to procure and pay for such ins<br>or charges or to procure and shall bear interest   | to the seller as soon as<br>surance, the seller may of<br>at the rate aloresaid, v  | insured. Now if the i<br>to so and any payme<br>without waiver, howe  | nt so made shall be added<br>ver, of any right arising to   |
|  | secured by this contract and anut bear the   |   |   |   |
| to and become a part of the debt<br>the seller for buyer's breach of cont<br>The seller agrees that at hi  | secured by this contract and shall be days from<br>tract.<br>is expense and within 30 days from<br>fourchase price) marketable title in and to said  | n the date hereoi, he wi  | Il lurnish unto buyer<br>on or subsequent to<br>of record, il any. S  | a title insurance policy in-<br>he date of this agreement,<br>eller also agrees that when   |
| to and become a part of the debt<br>the seller for buyer's breach of cont<br>The seller adrees that at hi<br>suring (in an amount equal to said<br>ave and except the usual printed<br>and purchase price is fully paid<br>and purchase price is fully paid.   | secured by this contract and share or adays from<br>in expense and within 30 days from<br>in purchase price) marketable tille in and to saic<br>exceptions and the building and other restriction<br>and upon request and upon surrender of this a<br>ver, his heirs and assigns, free and clear of enc  | n the date hereoi, he wi<br>d premises in the seller<br>ions and easements now<br>agreement, he will deli<br>umbrances as of the dai<br>d, however, the said east   | Il lurnish unto buyer<br>on or subsequent to<br>of record, if any. S<br>ver a good and suff<br>is hereol and Iree an<br>ements and restrictio   | a title insurance policy in-<br>the date of this agreement,<br>eller also agrees that when<br>icient deed conveying said<br>t clear of all encumbrances<br>is and the taxes, municipal<br>buver or bis assions.   |
| The seller agrees that at his<br>suring (in an amount equal to said<br>any and except the usual printed<br>said purchase price is fully paid<br>premises in [se simple unto the bu<br>since remote remote and placed, permitted<br>where remote remote and placed and the said<br>seller and the placed placed of the said<br>seller and the placed placed of the said<br>seller and the said placed of the said placed of the said<br>seller and the said seller and th | is expense and within  | in the date nervol, he will<br>d premises in the seller<br>ions and easements now<br>agreement, he will deli<br>umbrances as of the dai<br>d, however, the said est<br>ng all liens and encumb  | on or subsequent to<br>of record, if any. S<br>ver a good and suff<br>te hereof and iree an<br>ements and restriction<br>rances created by th   | the date of this agreement,<br>eller also agrees that when<br>client deed conveying said<br>of clear of all encumbrances<br>and the taxes, municipal<br>buyer or his assigns.   |
| The seller agrees that at his<br>suring (in an amount equal to said<br>any and except the usual printed<br>said purchase price is fully paid<br>premises in [se simple unto the bu<br>since remote and public charge   | is expense and within  | in the date nervol, he will<br>d premises in the seller<br>ions and easements now<br>agreement, he will deli<br>umbrances as of the dai<br>d, however, the said est<br>ng all liens and encumb  | on or subsequent to<br>of record, if any. S<br>ver a good and suff<br>te hereof and iree an<br>ements and restriction<br>rances created by th   | the date of this agreement,<br>eller also agrees that when<br>client deed conveying said<br>of clear of all encumbrances<br>and the taxes, municipal<br>buyer or his assigns.   |
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| The seller adrees that at his<br>suring (in an amount equal to said<br>ave and except the usual printed<br>said purchase price is fully paid a<br>premises in fee simple unto the bu<br>since said date placed, permitted c<br>liens, water rents and public charge<br>"IMFORTANT NOTICE: Delete, by lini<br>a cseditor, as such word is defined in<br>for this purpose, use Streven-Ness For<br>Sievens-Ness Form No. 1307 or simila<br>Marie Elaine 1<br>// P.O. Box 402.<br>Sprague River<br>SELLER'S MAN<br>Armand S. & K.<br>P. O. Box 292  | is expense and within 3U days from<br>purchase price) marketable tille in and to saic<br>saceptions and the building and other restriction<br>and upon request and upon surrender of this<br>of the said assigns, free and clear of enc<br>or arising by, through or under soller, excepting<br>so assumed by the buyer and further exception<br>(Continued on re-<br>ing out, whichever phrose and whichever warranty<br>in a Truth-in-stading Art and Regulation 7, the sain<br>m No. 1308 or similar unless the contract will be<br>r.<br>Minear<br>OR 97639<br>K AND ADDRESS<br>athleen K. Crispen   | n the date dereon, he will<br>de premises in the seller<br>ions and easements now<br>agreement, he will deli<br>umbrances as of the dai<br>(A) however; the said east<br>ag all liens and encumb<br>verse)<br>(A) or (B) is not opplicab<br>lier MUST comply with the<br>come a first time to finar<br>Si   | on or subsequent to<br>of record, if any. Set<br>a good and suff<br>te hereof and free an<br>ements and restriction<br>rances created by th<br>the. If warranty (A) is<br>Art and Regulation by<br>the the purchase of a<br>TATE OF ORI<br>Country of<br>I certify th<br>ent was receive<br>day of<br>o'cle   | the date of this afreement,<br>lifer also agrees that when<br>icient deed conveying said<br>icient of all encumbrances<br>as and the tazes, municipal<br>buyer or his assigns.<br>applicable and if the seller is<br>moking required disclosures;<br>dwelling in which event use<br>GGON,<br>hat the within instru-<br>red for record on th<br>           |
| The seller adrees that at his<br>suring (in an amount equal to said<br>ave and except the usual printed<br>aid purchase price is fully paid a<br>premises in fee simple unto the bu<br>since said date placed, permitted c<br>liens, water rents and public charge<br>"IMFORTANT NOTICE: Delete, by limit<br>is coeffice, as suth word is defined in<br>for this purpose, us Stavan-Ness Fo<br>Sieven-Ness Form No. 1307 or simila<br>Marie Elaine I<br>Marie Elaine I<br>Sprague River<br>SELLER'S MAM<br>Armand S. & K<br>P. D. Box 292<br>Sprague River<br>Sprague River<br>Sprague River   | is espense and within 5U days from<br>purchase price) marketable fills in and to saic<br>services provide and upon surrender of this of<br>the provide and assigns, free and clear of en-<br>services by through or under seller, excepting<br>is so assumed by the buyer and further excepting<br>(Continued on re-<br>ing out, whichever phrose and whichever warrenty<br>into the frank-in-lending Act and Regulation Z, the sel<br>m No. 1308 or similar unless the contract will be<br>re-<br>dinear<br>Minear<br>OR:97639<br>AND ADDRESS<br>AND ADDRESS<br>(OR:97639<br>(ADDRESS)<br>(OR:97639<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADDRESS)<br>(ADD | n the date dereon, all with a premises in the seller<br>ions and easements nor<br>ions and easements nor<br>umbrances as of third as<br>a however, the add ease<br>ad al liens and encumb<br>verse) (A) or (B) is not opplicab<br>(IA) or (IA) or (I  | on or subsequent to<br>of record, if any. So<br>ver a good and suff<br>is hereof and free an<br>ements and retriction<br>rances created by th<br>is. If worranty (A) is<br>Act and Regulation by<br>the the purchase of a<br>CATE OF ORI<br>Country of<br>I certify is<br>then the second<br>day of<br>o'clu<br>book.   | the date of this agreement,<br>lifer also agrees that when<br>scient deed conveying said<br>i clear of all encumbrances<br>is and the tazes, municipal<br>buyer or his assigns.<br>applicable and if the seller is<br>making required disclosures;<br>dwelling in which event use<br>CGON,<br>and the within instru-<br>red for record on the<br>         |
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| STORE PRIMARY LEADER FOR THE SAME   | 9171   |
|---|--|
| And it is understood and agreed betwee<br>above required, or any of them superfusion  | CLC4<br>sen said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments<br>thin 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his<br>declare this contract null and void. (2) to declare the whole unpaid principal balance of said purchase price with<br>different created or then existing in layor of the buyer as against the seller herein contained, then the seller at his<br>act of said seller to be performed and without any right of the buyer hereunder shall revert to and revert in said<br>different created all other rights acquired by the buyer hereunder shall revert to and revert in said<br>premises above described and all other sights acquired by the buyer hereunder shall revert to and revert in said<br>different created all solutions and price the seller hereunder shall revert to and revert in said<br>different created and seller to be performed and without any right of the buyer of return, reclamation or compensation for<br>made on this contract are to be relained by and belond to said seller to the adreed and reasonable rent of said<br>and take immediate possession thereof, together with all the improvements and apputinentances thereon or (hereto<br>w), the seller at any time to require performance by the house of acquire and indicate and apput instinate and apputinentances thereon or thereto |
| option shall have the following rights: (1) to<br>the interest thereon at once due and payable,   | ithin 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the selfer at his declare-this contract null and void, (2) to declare the whole unpaid principal balance of said purchase arise with  |
| equity, and in any of such cases, all rights and<br>termine and the right to the possession of the<br>seller without any act of reactory of any other | I interest created or then existing in lavor of the buyer as against the selfer thereunder shall utterly cease and de-<br>premises above described and all other rights acquired by the huver bersunder shall utterly cease and de-  |
| moneys paid on account of the purchase of sai<br>case of such default all payments theretologe  | act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for<br>id property as absolutely, fully and perfectly as if this contract and such payments had never been made and   |
| premises up to the time of such default. And<br>the land aloresaid, without any process of law,<br>belonging.   | the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon and take immediate possession thereol, together with all the immediately, or at any time thereafter, to enter upon  |
| The buyer turther agrees that failure b<br>right hereunder to enforce the same, nor shall   | y the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his  |
| of any such provision, or as a waiver of the p<br>The narties hereby  | and take immediate possession thereol, together with all the improvements and any time thereafter, to enter upon<br>by the seller at any time to require performance by the buyer of any provision hereol shall in no way affect his<br>I any waiver by said seller of any breach of any provision hereol be held to be a weet of any succeeding breach<br>acception of the sell.<br>BCKDOW Pedge 20 Prior tipe Truck Deed   |
| rovisions thereof. with int   | terest therean and such future the including the terms and   |
|   |  |
| ipear. Trustee: Troposoo  | M477 Page: 24548. Trustor: Raymond W. Minear and Marie E.  |
|   |  |
| The true and actual consideration paid  | buyers harmless from this obligation.<br>The this transfer, stated in terms of dollars, is \$ 11,000,00 Growbar And Andrew XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  |
| In case suit or action is instituted to h<br>sum as the trial court may adjudge reasonable  | Now provinked which is A 775 which will be any provision hereof, the losing party in said suit or action agrees to pay such<br>e as attorney's test to be allowed the prevailing party in said suit or action and it an appeal is taken from any<br>sing party turther promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing  |
| party's attorney's lees on such appeal.<br>In construing this contract, it is undersi   | sing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing  |
| the singular pronoun shall be taken to mean ar<br>shall be made, assumed and implied to make i  | tood that the seller or the buyer may be more than one person or a corporation; that it the context so requires,<br>and include the plural; the maxuline; the leminine; and the neuter, and that generally all grammatical changes<br>the provincin hereof apply qually to corporations and to individuals.<br>The benefit of as circumstances may require, not only the immediate parties hereto but their respective<br>entatives, successors in interest and assigns as well.   |
| heire, executors, administrators, personal represe<br>IN WITNESS WHEREOF  | the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective<br>entatives, successors in interest and assigns as well.   |
| is a corporation, it has caused its   | corporate name to be sidned and its concerns inplicate, in effect of the undersigned   |
| sector and they canto by order  | U VL ILS DUBIG OF DIFECTORS  |
| Armand A. Cu.   | men Marie E. Minear  |
| Kathlen K. Crispin  |  |
|   | t opplicable, should be deleted. See OR5 92.030).  |
| STATE OF OREGON,  |  |
| County of Klamath   | ) STATE OF OREGON, County of   |
| $ADCI \rightarrow J \leq J$   | Personally and a   |
| Personally appeared the above name  | 9 Personally appeared and who, being duly sworn,<br>ed   |
| AKA Marie E., Minear  |  |
| and astrony to the second   |  |
| ment to be her voluntary  |  |
| $\sim$  | of said corporation and that and instrument is the corporate seal  |
| OFPICIAL JU- Share  | them acknowledged said instrument to be its voluntary act and dead   |
| SEAL  |  |
| (Notary Public for Oregon<br>My commission expires  | S-22-8) Notary Public for Oregon (SEAL)<br>My commission expires:  |
| the second se                                       |  |
| eved. Such instruments, or a memorandum the   | ng to convey fee title to any real property, at a time more than 12 months from the date that the instrument<br>acknowledged, in the manner provided for acknowledgment of deeds; by the conveyor of the title to be con-  |
| ORS 93.990(3) Violation of ORS 93.635 in  | ing to convey fee title to any real property, at a time more than 12 months from the date that the instrument<br>acknowledged. In the manner provided for acknowledgment of deeds; by the conveyor of the title to be con-<br>ereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-<br>a punishable, upon conviction, by a fine of not more than \$100.  |
|   | (DESCRIPTION CONTINUED)  |
|   |  |
|   | н.   |
|   | FORM NO. 23 - ACKNOWLEDGMENT   |
| STATE OF OREGON,  | STEVENS-NESS LAW PUB, CO., PORTLAND, ORE.  |
| County of Klamath   | 85.  |
|   |  |
|   | That on this 23rd day of April , 1970,   |
| before me, the undersigned, a Nota<br>nemed Armand S. Criso   | ary Public in and for said County and State, personally appeared the within<br>nen, and Kathleen K. Crispen  |
|   | аналааножилжимил   |
|   | 5  |
|   | individual g described in and who executed the within instrument andexecuted the same freely and voluntarily.  |
| leniowieugeu io me mainie (10).   | IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  |
|   | my official seal the day and year last above written.  |
|   |  |
|   | As Alla was To And a set of  |
|   | Notary Public for Oreson   |
|   | My Commission expires 3-22-8   |
| STATE OF OREGON; COUNTY   | My Commission expires 3-22-81  |
|   | My Commission expires 3-22-8.(<br>Y OF KLAMATH; ss.  |
| I hereby certify that the within  | (My Commission expires $3^{-}22^{-8}$ )<br>Y OF KLAMATH; ss.   |
| I hereby certify that the within <u>April</u> A.D., 19 <u>79</u> at   | My Commission expires 3-22-8 / V<br>Y OF KLAMATH; ss.<br>instrument was received and filed for record on the 24th day of<br>10:54 o'clock A M., and duly recorded in Vol M79   |
| I hereby certify that the within<br><u>April</u> A.D., 19 <u>79</u> at<br>of <u>DEEDS1</u>  | My Commission expires 3-22-8/<br>Y OF KLAMATH; ss.<br>instrument was received and filed for record on the <u>24th</u> day of<br><u>10:54</u> o'clock <u>A</u> M., and duly recorded in Vol <u>M79</u> ,<br>on Page <u>9173</u> .   |
| ADIA.D., 19_79_at_  | My Commission expires 3-22-8 / V<br>Y OF KLAMATH; ss.<br>instrument was received and filed for record on the 24th day of<br>10:54 o'clock A M., and duly recorded in Vol M79   |