

TX
38-18343-D
66635

CONTRACT—REAL ESTATE

Vol. 179 Page 10131

THIS CONTRACT, Made the _____ day of _____ April, 19 79, between
 MILO H. ALLEN and VIOLA E. ALLEN, husband and wife,
 of the County of Klamath and State of Oregon, hereinafter called
 the first party, and GEORGE G. FRENCH and MADELINE M. FRENCH,
 husband and wife,
 of San Diego and State of California, hereinafter called the second party.
 WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
 ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lot 8, Block 2, FOREST GREEN, in the
 County of Klamath, State of Oregon,
 EXCEPTING THEREFROM the Easterly 155
 feet.

SUBJECT TO: (See reverse side)

for the sum of THIRTEEN THOUSAND AND NO/100-----Dollars (\$ 13,000.00)
 on account of which TWO THOUSAND SIX HUNDRED AND NO/100-----Dollars (\$ 2,600.00)
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
 mainder to be paid to the order of the first party with interest at the rate of 10 per cent per annum from
 April 26, 19 79, on the dates and in amounts as follows: The balance of
 TEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$10,400.00) to be paid
 in equal monthly installments of ONE HUNDRED TWENTY-FOUR AND 30/100
 DOLLARS (\$124.30), said payments to include interest on the remaining
 balance at the rate of ten percent (10%) per annum, with the first
 said monthly payment due on the 26th day of May, 1979, and a like
 payment due on each and every month thereafter, for a period of twelve
 (12) years, at which time the full remaining balance of both principal
 and interest shall be due in full.

Purchaser may pay off the full remaining balance at any time during the
 course of the contract without penalty. The sale described herein does
 not include the split rails which are presently located on the premises,
 and the ownership of those split rails shall remain with Seller, and
 Seller shall remove those rails from the premises within a reasonable
 period of time from the closing of this contract of sale.

Seller and purchaser shall equally share the closing costs and escrow
 fees incurred herein.

Seller does hereby represent to purchaser that the above described pre-
 mises have received DEQ approval for the installation of septic tank.

The buyer (also called second party) 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,

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration
 said premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon
 said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$
 in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first
 party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed
 thereon shall remain, and shall not be removed before final payment be made for said above described premises.

(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, as such word is defined 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. 1306 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.

Allen
 P.O. Box 184
 KENO, OREGON 97627
 SELLER'S NAME AND ADDRESS
 French
 3624 Voltaire St.
 SAN DIEGO, CALIFORNIA 92106
 BUYER'S NAME AND ADDRESS
 After recording return to:
 TA-DONNA
 NAME, ADDRESS, ZIP
 Until a change is requested all tax statements shall be sent to the following address:
 Mr & Mrs GEORGE G. FRENCH
 3624 Voltaire St.
 SAN DIEGO, CALIFORNIA 92106
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instru-
 ment was received for record on the
 day of _____, 19____,

at _____ o'clock _____ M., and recorded
 in book _____ on page _____ or as
 file/roll number _____

Record of Deeds of said county.

Witness my hand and seal of
 County attixed.

Recording Officer

By _____ Deputy

thirty days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party 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. First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, 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 first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare to be of the essence of this agreement, the first party shall have the interest thereon at once due and payable and/or (3) to foreclose this contract the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revert in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 13,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).
And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.
In construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

x Milo H. Allen x George L. French
x Viola E. Allen x Madeline M. French

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath

April 20th, 1979.

Personally appeared the above named

Milo H. Allen and Viola E.

Allen,

and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY

OFFICIAL

SEAL

CLERK

My commission expires

February 29, 1982

My commission expires

February 29, 1982

My commission expires

February 29, 1982

My commission expires

February 29, 1982

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February 29, 1982

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February 29, 1982

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and

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

_____ who, being duly sworn,

_____ president and that the latter is the

_____ secretary of

_____ a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal

of said corporation and that said instrument was signed and sealed in be-

half of said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed.

Before me: (SEAL)

Notary Public for Oregon

My commission expires

February 29, 1982

My commission expires

February 29, 1982

My commission expires

February 29, 1982

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SUBJECT TO:

1. An easement created by instrument, including the terms and provisions thereof, recorded March 29, 1966 in Book M-66, page 2715, in favor of Pacific Power and Light Company, for installation of one anchor and guy on the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 39 South, Range 7 East of the Willamette Meridian.
2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Forest Green.
3. Set back provisions as delineated on the recorded plat, 20 feet from street side of all lots.

STATE OF CALIFORNIA

COUNTY OF San Diego

On April 28th, 1979

before me,

the undersigned, a Notary Public in and for said County and State,

personally appeared George G. French AND

Madeline M. French

known to me

to be the person whose name subscribed to the within

instrument and acknowledged that they executed the same.

Signature Elizabeth M. Lansdown

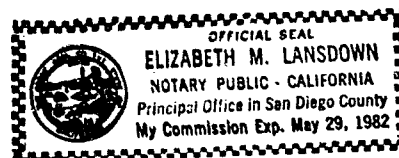
Elizabeth M. Lansdown

Name (Typed or Printed)

Notary Public in and for said County and State

RHF-19 (10/70)

FOR NOTARY SEAL OR STAMP



10132 A

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 3rd day of May A. D. 1979 at 3:42 o'clock PM., or

first duly recorded in Vol. M79, of Mar Deeds on Page 10131

Wm D. MILNE, County Clerk

By Bernetha J. Helach

Fee \$9.00