68696

CONTRACT---REAL ESTATE

Vol. 79 Page 13513 - @

THIS CONTRACT, Made this 15th day of MAY
BEUNIE J. SCHULTZ and JEHU SCHULTZ

and GREGORY E. NOHRENBERG

..., hereinafter called the seller.

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 The ANATH County, State of CAF 6-0 N to-wit:

The EAST 220 Feet of the WEST 440 feet of the NORTH 100 Fect of the NORTH FAST QUARTER OF the SOUTH EAST QUARTER OF SECTION 25 TOWNSHIP 24 5. RANGE 8 E.W.M.

EXCEPT any portion lying within the

And reserving an easement For roadway and utility lines along and across The WEST TEN Feet of Property described. BUYER TO PROVIDE HIS OWN UTILITIES

for the sum of fifty one. hurridged Dollars (\$\$100.) (hereinafter called the purchase price), on account of which two hurridged by the Dollars (\$ 200, \$) 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: \$4900, \$) to the order of the seller in monthly payments of not less than Jifty ar make Dollars (\$ 50.00) each, NONTH

payable on the 15 day of each month hereafter beginning with the month of UVNE, 1974, 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 per cent per annum from MAY 1.5 - 79 until paid, interest to be paid NONTHLY and the price 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 \$\frac{\gamma(N)}{2}\$ primarily for buyer's personal, lamily, howehold or agricultural purposes,

(B) for an organization of (even if buyer is a natural person) is for business or commercial purposes other than agricultural pur. The buyer shall be entitled to possession of said lands on \$\frac{\mathbb{M}}{N}\$ \$\frac{\sqrt{N}}{N}\$ \$\frac{\sqrt{N}}{N}\$ \$\frac{\sqrt{N}}{N}\$ \$\frac{\sqrt{N}}{N}\$ \$\frac{\sqrt{N}}{N}\$ and may retain such pressures the is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on such premises in a creeted, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises the effection and reimbures seller for all costs and attorney's described hum distributes such liens, that he will pay all taxes hereafter levied against said property, as well as all water rents, puthe charges and unmarked liter lawfully may be imposed upon said premises, all promptly before the sain or amp part thereof become past due, that a buyers exist insure and keep insured all fuildings now or hereafter receted on said premises against loss or damage by fire (with extended recovering insure and keep insured all fuildings now or hereafter receted on said premises against loss or damage by fire (with extended recovering).

ter for buyer's breach of contract.

WARRANTEED DEED FURNISHEL WEEN PAID

*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 sella creditor, as such word is defined in the Truth-in-lending Act and Regulation Z, the teller MUST comply with the Act and Regulation by making required disclos
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
Stevens-Ness Form No. 1307 or similar.

RECORDER'S USE

BENNIE J. SCHULTZ 125-E. 29T PLACE EUGEFE OR 97405 SELLEN'S HAME AND ADDRESS

GREGORY E. HOHRENBERG. 39623 HOWARD RD, MARCOLA, CR, 97454

After recording roturn to:

BENNIE J. SCHULTE

125-E. 29 # PLACE

EVU-RUE OR. 97405

MANIE. ADDRESS, ZIP

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

STATE OF OREGON,

Sounty of

X certify that the within instrument was received for record on the

day of SPACE RESERVED $in\ book$

g'clock M., and recorded on page or as file/reel_namber

Record of Deeds of said county.

Witness my hand and seal of County affixed.

> Recording Officer Deputy

Bv

NAME, ADDRESS, ZIP

his ach

of any such provision, or as a waiver of the provision itself.	time to require performance by the buyer of any
The provision itself.	time to require performance by the buyer of any provision hereof shall in no way affect d seiler of any breach of any provision hereof shall in no way affect be held to be a waiver of any succeeding bre
MENT 19 NE DELLA	FOR PREPAYMENT OF BALANCE
PENALTY	FOR PREPAYMENT AND
OF THIS ALDEENEUM	Buyer to install Fence abound and in terms of dollars, is \$ 5700.
(FUIL EENEM)	Buyer To install E
premises within	The fall rence along
The true and actual comit	ear trandate at acres
sists of or includes other property or value of	ated in terms of dollars in 5/00
sists of or includes other property or value given or promised which is In case suit or action is instituted to foreclose this contract sum as the trial court may adjudge reasonable as attorner, judgment or decreated.	ated in terms of dollars, is \$5/00. Thowever, the actual consideration consideration for the conformal party in said suit or action agrees to pay such suns as the appellate court shall adjudge reasonable as the prevailing the more than one person or a corporation that the prevailing the more than one person or a corporation that the prevailing the masculine, the inseculine that the prevailing the more than one person or a corporation that the masculine, the prevailing that the masculine is the prevailing the prevailing that the masculine is the prevailing that the masculine is the prevailing that the masculine is the prevailing the prevailing that the masculine is the masculine that the masculine that the masculine is the masculine that the mascu
judgment or decree of such trial court the contract	or to enforce any provision hereof, the loring
In constraint this contest	romises to pay such sum as the analysis and suit or action agrees to pay su
the singular pronoun shall be taken to mean and include the seller of	or the buyer may be more then appetiate court shall adjudge reasonable as the prevailing
heirs and small bind and inura to a stations hereof	apply qualt, and the neutre and the contest of
IN WITNESS WHED TO THE BENEfit of, as the	to be allowed the prevailing party in said suit or action and the prevailing party in said suit or action and if an appeal is taken from an or the buyer may be more than one person or a corporation; that if the context so require, the leminine and the neuter, and that generally all grammarical change is circumstances may require, not only the immediate parties hereto but their respective executed this instrument in triplicate; if either of the undersioned.
is a cornoration it has the RECE, said parties ha	We executed this inet
duly authorized 45	the circumstances may require, not only the immediate parties hereto but their respective executed this instrument in triplicate; if either of the undersigned to be signed and its corporate seal affixed hereto by its officer.
duly authorized thereunto by order of its board of	f directors and its corporate seal affixed hereto by its office
Dinne Solida	
De DOD DI	Drigary & Nomenters
fish thulb	Town Enlance
NOTE—The sentence hetween the	V ()
NOTE—The sentence between the symbols (), if not applicable, should be	deleted. See ORS 93 0301
STATE OF OREGON,	
	STATE OF OREGON, County of
County of Lane)ss.	STATE OF OREGON, County of
May 21 19.79	
- Craulity appeared the -t.	Personally appeared
Bennie d. Schultz	each for himself and not one lordly who, being duly sworn,
acul selulit	
dean Safut from Cregory and acknowledged the loregoing instru-	
ment to be their voluntary act and deed.	Secretary of
act and deed.	and that the
Betore me /	of said corners to the tolegoing instrument to
(OFFICIAL ASSISTED VIALES	half of said corporation by authority of its bearing and sealed in be-
SEAL)	tall of said corporation and that said instrument was signed and sealed in be- them acknowledged said instrument to be its voluntary act and deed. Before me:
Notary Bulling	- countary act and deed.
Notary Public for Oregon My commission expires	Notary Public for Oregon (SEAL)
ORS 93,635 (1) All instruments and	o any real property, at a time more than 12 months from the date that the instrument by the conveyor not later than 15 days after the instrument is executed and the particion, by a fine of not more than \$100
eyed. Such instruments, or a bound, shall be acknowledged in the	o any real property, at a time more of
les are bound thereby.	by the conveyor not later address of deeds, by the conveyor not later address that the instrument
53.550(3) Violation of ORS 93.635 is punishable, upon conv	intion he are than 15 days after the instrument is executed and the new
(DESCRI	PTION CONTINUED)
STATE OF OPEGO	; COUNTY OF KLAMATH; 89.
= Cr OkeGON	Y COUNTY OF KLAMATHE BE
Su c	, 55.

H 3	STATE OF OREGON; COUNTY OF KLAMATH; 83.
•	illed for record attrequest of
	his 8th day of June A. D. 19 ⁷⁹ at 1:55, P. M., at
ł	ally recorded in Vol. 179, of Deeds on Page 13513
	Mm D MILLER
	Fee \$6.00 By Buritha Afets W

the William transition .

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