	CONTRACT_REAL ESTATE Vol. M79_Page
69833	
Jacob T. Egalite a	e this 18th day of June , 19 79, between nd Delores A. Egalite, husband and wife,
and Philip B. Scott	, hereinafter called the seller, and Catherine B. Scott, husband and wife,
	, hereinafter called the buver.
WITNESSETH: That i	n consideration of the mutual covenants and agreements herein contained, the ayer and the buyer agrees to purchase from the seller all of the following de-
scribed lands and premises situ	ated in Klamath County, State of Oregon , to-wit:
Lot 1, LESS the South	erly 41 feet thereof, Block 6, LAKESIDE
ADDITION TO THE CITY (State of Oregon.	OF KLAMATH FALLS, in the County of Klamath,
Subject, however, to t	the following:
of the City of Klamath	iding levies, liens and utility assessments Falls.
2. Contract, includir	ng the terms and provisions thereof,
Dated : June 23, Recorded : June 23,	, 1978 Book: M-78 Page: 13556
Vendor : F. J. Dr	inkwater and Hazel Drinkwater
and wife, which Buyers	Egalite and Delores A. Egalite, husband herein do not assume and agree to pay, and
Sellers further covena	int to and with Buyers that the said prior
Contract is fully paid	in full prior to, or at the time this and that said above described real property
ill be released from	the lien of said Contract upon payment of his document see reverse side of this Contract)
A VA VUNCANUALIUN UL L	and accument see reverse side of this contract)
for the sum of Twenty-for	ur thousand and no/100Dollars (\$24,000.00.)
(hereinalter called the purchase	price), on account of which Ten thousand and no/100
seller); the buyer agrees to pay	the remainder of said purchase price (to-wit: \$14,000.00,) to the order
of the seller in monthly payme	nts of not less than One hundred fifty and 44/100
nevable on the 18th days -t	
payable on the and the day of	each month hereafter beginning with the month of July , 19.79,
and continuing until said purc	hase price is fully paid. All of said purchase price may be paid at any time;
and continuing until said purc all deferred balances of said pu June 18, 1979,	hase price is fully paid. All of said purchase price may be paid at any time; inchase price shall bear interest at the rate of 10 per cent per annum from until paid, interest to be paid
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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer while fault on make the payments in a source of the source of t

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the land aloresaid, without any process of law, and take immediate possession inervol, together with all the important and apportunities inervol of inervol belonging. The buyer lutther agrees that failure, by the seller at any time to require performance by the buyer of any provision hereof shall in no way allect his right hereunder to enforce the same, no fall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$24,000.00 Gylowever, the actual consider The true and actual consideration haid for this transfer, stated in terms of dollars, is 324,000.00 Gylowerer, the actual consideration and if on appeal is taken to may diverge a submission of the transfer and the terms of the transfer is 324,000.00 Gylowerer, the actual consideration and if an appeal is taken to may diverge a submission of the transfer and the terms of the terms of the transfer and the terms of terms of the terms of terms of the terms of the terms of terms of the terms of teres of the terms of terms of the terms of terms of the terms of teres of terms of terms of terms of terms of terms of terms of This agreement shall bind and intre to the determined and interest and assigns as well. heirs, executors, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned IN WITNESS WHEREOF, said parties have executed and assigns as well.

is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duty authorized thereunto by order of its board of directors. Jacob T Egniite Jacob T Egniite Less Delores A. Egalite therine в NOTE-The sentence between the symbols D, if not applicable, should be deleted. See ORS 93.030).) ss. STATE OF OREGON, County of and STATE OF OREGON, who, being duly sworn,) 55. Klamath the other, did say that the former is the June 18 1 June 28, 19 79 County of ... secretary of <u>a corporation</u>, <u>a corpora</u> Personally appeared the above named Jacob T. Egalite and Delores A. Egalite, husband and wife, and Philip B. Scott and acknowledged the foregoing instru-husband and wife, voluntary act and deed. (SEAL) Addino. Betore De (OFFICIAL 1/ 60 Notary Pul My commission expires: ORS 93.635 (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 seculed 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-till 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 bound thereby.

re bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. vey

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this Contract. It is further understood and agreed between the parties hereto that Buyers It is further understood and agreed between the parties here have made an independent investigation and inspection of the premises herein have made an independent investigation and inspection of the premises here described, and have entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accept the property described in this Contract "as is" in its present condition, and requires no work of any kind to be done on said property by Sellers. property by Sellers.

TTE OF OREGON; COUNTY OF KLAMATH; 53. A. D. 19 79 at 1004 bckA M., or nis _____ day of ____ JUNE on Page 15416 DEEDS Wm D. MILNE, County Cle M79 _, of ulv recorded in Vol. By Demetha Aleto do

FEE:\$6.00