REAL ESTATE—Partial Pa CONTRACT-16152 Vol. 79 REAL ESTATE Page CONTRACT-70291 , 19.79 , between THIS CONTRACT, Made this 577 day of JULY GEORGE W. SHELLABARGER and FRANCIS L. SHELLABARGER, husband and wife A38-19289 , hereinafter called the seller, and SIEVEN M. GRAVES and BARBARA L. GRAVES, husband and wife , 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 de-scribed lands and premises situated in Klamath _____ County, State of __Oregon_____, to-wit: 3. Agreement, including the terms and provisions thereof, dated January 13, 1965, recorded November 16, 1965 in Book M65 at page 3681, between the United States of America (Secretary of Interior) and L.L. Myers and Myrtle V. Myers. Re: Lien in connection with the Modoc Point Unit Irrigation Project. 4. Unrecorded contract, including the terms and provisions thereof, and such other exceptions as may appear necessary upon the recording thereof, ____Dollars (\$ 25,000.00) hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: The balance of \$15,000.00 shall be payable in annual installments of \$5,000.00, or more, plus interest at the rate of nine percent per annum on the declining balance. Interest shall start July 10, 1979. The first payment shall be due and payable November 1, 1980, with a like payment due November 1, 1981, with a like payment due November 1, 1982. There shall be no prepayment penalty. The buyer shall be entitled to possession of said lands on The buyer shall be entitled to possession is said lands on and is not in default under the terms of this contract. The buyer adrees that at all times he will keep the buildings on said premises, now one hereafter in good condition and repair and will nor suffer or permit any waste or strip thereol; that he will keep said premises now on mechanic ted, in good condition and repair and will nor suffer or permit any waste or strip thereol; that he will keep said premises and municipal lens which here ted in good conditions and repair and will nor suffer or permit any waste or strip thereol; that he will keep said there seller harmless there independent the independent of the seller harmless there independent the seller harmless there independent and reinburgers seller for all costs and attorney's less incurred by him in detending adminst and ill other tens and save the seller harmless thereafter thereid against said property, as well as all water rents, public charges and municipal lens which here is low be imposed upon said premises, all property the same or any part thereal become past due; that at buyer's extended coverage) in an amount re and keep insured all buildings now or herealter erected on said premises against loss or damage by fire (with estended coverage) in an amount re such keep insured all buildings on charges of inpocure and pay for such insurance, the seller may do so and any payment so made shall be adding it respective interests may appear and all policies of input and hear interest at the rate aloresaid, without waiver, however, of any right arising and become a part of the debt secured by this contract. Seller have allores all to adding unrehene price) marketable title in and to said premises and esternation or subsequent to the date of this agreement in the seller on subsequent to the date of this agreement and shall be adding and other restrictions and estements now of record, it any. Seller also agrees that where in an ome a part of the debt secured by this contract and shall bear interest at the rate aloresaid, without waiver, however, of any right arisin or buyer's breach of contract. Selfer agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance polic an amount equal to said purchas price) marketable title in and to said premises in the selfer on or subsequent to the date of this aftered an amount equal to said purchas price) marketable title in and to said premises in the selfer on or subsequent to the date of this aftered an amount equal to said purchas price) marketable title in and to said premises in the selfer on or subsequent to the date of this after sector the subal printed exceptions and the building and other restrictions and easement, he will deliver a good and sulficient deed conveying sector the subal printed exceptions and the building and other restrictions and easement, he will deliver a good and sulficient deed conveying sector is fully paid and upon request and upon real ease and clear of encumbrances as of the date hereof and free and clear of all encumbrance is include permitted or arising by, through or under selfer, excepting however, the said easements and restrictions and the taxes, mun rents and public charges so assumed by the buyer and turther excepting all liens and encumbrances created by the buyer or his assigns *IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is opplicable and if the seller is a creditor, as such word is defined in the Truth-in-tending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosure for, this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lies to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar. George & Francis Shellabarger STATE OF OREGON. County of I certify that the within instrument was received for record on the, 19..... Steven & Barbara Graves _day of Star Route 3, Box 530 on page.....or as Lyle, Washington 98635 SPACE RESERVED in book file/reel number POR RECORDER'S USE Record of Deeds of said county. After recording return to: Witness my hand and seal of Winema Real Estate P.O. Box 376 County affixed. chiloquin, Oregon 97624 Until a change is requested all lax statements shall be sent to the following address. Recording Officer Deputy Steven & Barbara Graves Star Route 3. Box 530 163.28 Lyle, Washington ____98635___

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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 shall fail to make the payments before a this contract in any of using rights; (1) to decire this contract null and void, (2) to declare the whole ungaid principal brance of said purchase by suit in the interest there and paysels. (1) to decire the whole ungaid principal brance of this contract and any of the time is of the time individue of the the super against the self-or each and the time individue of the time individue the time is of the super against the self-or each and the time individue the time individue the time is of the time individue the time is of the super against the self-or each and the time is of the time individue the time is of the super against the self-or each and the super against the self-or each and the time is of the tis of the time is of the time is of the time is the time is of

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Dated : August 30, 1973 Pated : Howard C. Hassett and Mary A. Hassett Vendor : George W. Shellabarger and Frances L. Shellabarger Umedoa
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To warranty Deed.
The vendors interest in said contract was assigned by instrument, June 7, 1977 Page: 9906
Dated
Dated : June 7, 1977 Book: H-7, Together with a Recorded : Delbert P. Ray and Maxine E. Ray, Together with a To Bargain and Sale Deed, which buyer does not assume or agree to Bargain and Sale Deed, which buyer does not assume or agree to pay and seller herein covenants that he will hold buyer harm-
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