FORM No. 147—CONTRACT—REAL ESTATE—Partial Payments. (Individual or Corporate).

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THIS CONTRACT, Made the 22nd day of May, 19 70, between MARVIN H. FURLOW and OLLIE J. FURLOW, husband and wife,

of the County of Klamath and State of Oregon, hereinafter called the first party, and CURTELY M. MOORE and MARGUERITE LOUISE MOORE, husband and wife,

of the County of Klamath and State of Oregon 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 following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

A tract of land situated in the SE¼SE¼NE¼ of Sec. 12, T. 39 S., R. 8 E., W.M., more particularly described as follows: Beginning at a point on the North boundary of Balsam Drive, said point being N. 0 degrees 20' E. a distance of 30.0 feet and N. 89 degrees 50' W. a distance of 20.0 feet from the East quarter corner of said Section 12; thence N. 89 degrees 50' W. along the North boundary of Balsam Drive a distance of 131.6 feet to an iron pin; thence N. 0 degrees 20' E. parallel with the West boundary of "Cregan Park" a distance of 331.0 feet to an iron pin; thence S. 89 degrees 50' E. parallel with Balsam Drive a distance of 131.6 feet; thence S. 0 degrees 20' W. parallel with and 20 feet Westerly from the West boundary of "Cregan Park" a distance of 331.0 feet, more or less, to the point of beginning,

for the sum of SEVENTY-FIVE HUNDRED Dollars ($ 7,500.00)

on account of which THIRTY-SEVEN HUNDRED FIFTY Dollars ($ 3,750.00)

is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 6 per cent per annum from June 10, 1970, &c., on the dates and in amounts as follows:

$75.00 per month, inclusive of interest to be paid on the 10th day of July, 1970, and a further installment of $75.00, inclusive of interest, on the 10th day of every month thereafter until the full balance and interest are paid.

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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 of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than $insurable value 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.

The first party agrees that at his expense and within 10 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 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 revest 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 $ 7,500.00. ~~(However, the actual consideration consists of or includes other property or value given or promised which is the whole — 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.

Marvin H. Furlow — Curtely M. Moore

Ollie J. Furlow — Marguerite Louise Moore

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 463, Oregon Laws 1967, as amended by the 1967 Special Session.

[For notarial acknowledgment, see reverse]

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE

16511

CONTRACT

(FORM No. 147)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Address

AND

Address

Dated ..., 19

Lot ... Block ...

Addition ...

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 12th day of July, 1979, at 4:46 o'clock P.M., and recorded in book M79 on page 16510 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne, County Clerk. Title.

By Bernetha G. Walsh Deputy.

Fee $6.00

AFTER RECORDING RETURN TO

Curtely & Marguerite Moore
3904 Carter
City & State

STATE OF OREGON,
County of Klamath } ss.
~~May~~ June 11, 19 70

Personally appeared the above named MARVIN H. FURLOW & OLLIE J. FURLOW, husband and wife, & CURTELY M. MOORE & MARGUERITE LOUISE MOORE, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL) Ernest E. Anderson
Notary Public for Oregon
My commission expires: 5-15-72

STATE OF OREGON, County of Klamath } ss.
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Personally appeared ... and ... who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of ..., a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation and that said instrument was signed and sealed in behalf 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: