

71518

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 Klamath County, State of Oregon, to-wit: of Lot 12 and of Lot 11, Block 14,
Lots 11- 12 Less the Westerly 50' /of Klamath Falls, Industrial
Addition.

It is stipulated and agreed that this contract will not be transferred without the written consent of the Seller.

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 10% in addition to 10% being included in the 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.

Feb. 1, 1972

per cent per annum from until paid, interest to be paid monthly

the minimum regular 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.

Feb. 5, 1972

and may retain such possession so long as the buildings on said premises, now or hereafter, are free from mechanic's liens.

[illegible][illegible]

The buyer further agrees that failure by the seller or any agent of said seller of any breach of any provision herein obligating the seller to enforce the same, nor shall any waiver by said seller of any such breach constitute a breach of any such provision, or as a waiver of the provision itself.

This right hereunder to enforce the same, or as a waiver of the provision itself, shall survive the termination or expiration of this agreement.

In consideration paid for this transfer, stated in terms of dollars, is \$ 9,500.00, part of the consideration (indicate which) (c)

However, the actual consid-

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 500.00. part of the consideration (indicate which) ⑤
~~consists of or includes other property or value given or promised which is~~ part of the consideration (indicate which)
 In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
 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 the 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.

It is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular
 shall be construed as plural, the feminine and the neuter, and that generally all grammatical changes shall

[illegible]

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.

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the Truth-in-Lending Act and Regulation Z 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.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of March, 1919, at 11 A. M. and duly recorded in Vol. 1179.

of DEEDS on Page 18065

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Bernard H. Kitch Deputy