71936	. CONI	TRACT-REAL ESTATE	101. <u>-19</u> Pag	
THIS CONTRACT	CT, Made this	1day ofJul	[2018] - 1987년 제품 - 2018년 1월 28일 - 24일 (1997년 1997년	, 19 79, between
Gordon W. Mal	licomb in a second s	ere a prima data (b. 1963) - Constante en e Constante data (b. 1963) - Constante en e Maria (b. 1966) - Constante data (b. 1966) Maria (b. 1966) - Constante data (b. 1966)	an sa ang sa	tter called the seller,
and Ellis Cons	struction	<ol> <li>Berner, M. Bach, "A transmission of a system pre- sent state of the system of the syste</li></ol>	l dage bergen van de bergen en de bergen. In Angele fan de ferste de bergen en de bergen. Nachte ster en de bergen in de ster en de ster en de ster.	
WITNESSETH	I: That in consideration of	the mutual covenants	and agreements	ter called the buyer, herein contained, the
seller agrees to sell un	to the buyer and the buyer nises situated in Klamat	agrees to purchase fro	om the seller all tate of Oreg	of the following de-
The NWJSEJSWJSWJ	Section 21, Town	ship 40 South.	Range 8 Ea	st of the
Willamette Merid	lian, in the Count	y of Klamath,	State of Or	egon.
	r, to the followin			
2. Rights of th	ne year 1979-1980 he public in and t	o any portion	of said pre	mises lving
within the limit	s of public roads ed Book 46 at pag	and highways.	including	nublic road
page 48, which c	ontains reverter	provisions.	en se service se presente de la construcción de la construcción de la construcción de la construcción de la con Construcción de la construcción de l	물건은 생각에 들었다.
thereof,	created by instru	المراجع المراجع المراجع المراجع		
Recorded :	Book 113 at page page 373	376, Book 110	page 546 a	nd Book 113 at
In favor of :	The Pacific Tele	phone and Tele	graph Compa	nv a
	California Corpo	oration	223 2 2 2 3 3 3 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4	
For	Construction, maand cables.			and the second secon
(For continuatio	on of this documen	t, see reverse	side of th	ls contract.)
(hereinafter called the	ve thousand nine purchase price), on account	of which .Threeth	housand two	hundred twenty
Dollars (\$3,225.00	) is paid on the execution	hereof (the receipt of	which is hereby a	acknowledged by thear
of the seller in monthly	es to pay the remainder of s y payments of not less that	n One hundred	twenty-five	and 25/100
Dollars (\$123,23	) each,Or. more.,]	prepayment with	iout penalty	<b>7</b>
payable on the OM	day of each month hereaft	ter beginning with the i	month of Sept	ember, 19.79,
and continuing until s all deferred balances o	aid purchase price is fully f said purchase price shall	paid. All of said purc bear interest at the rai	hase price may b e of 91 per (	e paid at any time; pent per annum from
Jugust-6,	until_paid, inter	rest to be paidMC	onthly	nd * (in addition to
the minimum monthly	payments above required. T ies hereto as of the date of t	axes on said premises	for the current te	x year shall be pro-
The buyer warrants to a *(A) primarily for buye	and covenants with the seller that the	ne real property described in th icultural purposes.	The second process spectra in the spectra in the second s second second sec	faces with a first second s
( <del>B)-lor-an-seganisation</del> The buyer shall be entitl	ed to possession of said lands on	closing - 8/6	1079 and man rate	in such postartion to lond as
erected, in good condition and	terms of this contract. The buyer agr repair and will not suffer or permit i e seller harmless therefrom and reimb tures begatter, byjed against will a	any, waste or strip thereof; tha	ep the buildings on said it he will keep said pro	l premises, now or herealter mises free from mechanic's
after lawfully may be imposed to insure and keep insured all built full insure built	taxes herealter levied against said pr upon said premises, all promptly befor klings now or herealter created on said	e the same or any part thereof d premises against loss or dam.	nts, public charges and become past due; that age by fire (with extend	municipal liens which here- at buyer's expense, he will ed coverage) in an amount
not less than \$	le value	be delivered to the seller as soor	n as insured. Now if the	buyer shall fail to pay any
their respective interests may ap	bt secured by this contract and shall contract.	bear interest at the rate aloresa	nay do so and any payn aid, without waiver, how	ent so mude shall be added ever, of any right arising to
their respective interests may ap such liens, costs, water rents, ta to and become a part of the de the seller lor buyer's breach of c	his expense and within 30	days from the date hereof, h	eller on or subsequent to	r a title insurance policy in-
their respective interests may ap such liens, costs, water rents, ta to and become a part of the de the seller tor. buyer's breach of c The seller aprecs that at suring (in an amount equal to s ave and excent the usual print	ed exceptions and the building and o	ther restrictions und assessed	now of record, if any,	Follow when in the second have such as
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374123 12.10 And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall lail to make the payments above required, or any of them, punctually within the they and the time dimited therefor; or fail to keep, any agreement herein contained, then the seller at his contract null and void (2) to declare the whole unpaid principal balance of and agreed between said parties that time is of the essence of this contract, and in case the buyer shall lail to make the payments of one due and payable. (1) to declare the unit of the clare the whole unpaid principal balance of and guest of the seller at his contract null and void (2) to declare the whole unpaid principal balance of and guest on the seller at the interest thereon and her gifts and into the premise that east of the nexisting in lavor of the buyer angle distribute selle to and reveal the guest of the premise of the premise of the or the seller at the unit any void to the purchase of and guest of the estimate and all other rights acquired by the buyer thereunder shall revert to and reveal the selle thereon of the seller as the agreed and all other rights acquired by the buyer thereunder shall revert to and reveal in soid to said entry, or any other act of and selle sectibed and all other rights acquired by the buyer of return, reclamation or compensation for case of such default all payments theretolore made on this contract is to be hereinder to shall reveal the agreed shall reveal to said research be and thered, together with all the improvements and apprincing thereton or there of a said thereton or thered. 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The County, State of and the second s Runte B East of the the second from the The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,900.00 However, the actual consideration con-In case suit or action is instituted to loreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attroney's less to be allowed the prevailing party in said suit or action agrees to pay such judgment or decree of such trial-court, the losing party lurther promises to pay, such sum as the appellate court shell adjudge reasonable as attroney's less to be allowed the prevailing party in said suit or action and if an appeal is taken from any party's altorney's less on such trial-court, the losing party lurther promises to pay, such sum as the appellate court shell adjudge reasonable as the prevailing the indicate pronoun shall be taken to mean and include the plural; the masculine, the leminine and the neuter, and that kenerally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply qually, to corporations and to individuals. In WITNESS WHEREOF, said parties, successors in interest and saigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation if has caused its corporate parts a term to the side and the function in triplicate; if either of the undersigned et a value diver or provised which is The refore consideration ( in dicara which) 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. ELLIS CONSTRUCTION antin usen Frage, Hestarade bne engenetr By: NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030]. STATE OF OREGON, and Control of the operation of the state of \$3,030, STATE OF OREGON, and Control of the state of the sta Personally appeared the shove named Gordon .....who, being duly sworn, W. Malcomb each for himself and not one for the other, did say that the former is the ر آب می مستقدر and that the seal allized to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-ball of said corporation by Authority of its board of directors; and each of them acknowledged said instrument to be its volchtary act and deed. Betor me: and acknowledged the foregoing instra-NIL CENTO (Mo: SEAL) test SEAL) EAL) sill asiels (SEAL) Notary Public for Oregon 18] My commission expires: 2/14 ORS 93,635 (4) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument sequence and the barties are bound, shall be necknowledged. In the manner provided for acknowledgement of deeds, by the conveyor of the title to be con-ed! Such statuments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the paron orecuted in pu, wyed: Such instrum wre bound ihere 93:990(3) ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) 4 An easement created by instrument, including the terms and provisions thereof, June 6, 1977 August 15, 1977 Dated Recorded Book: M-77 Page: 14809 In favor of Shamrock Development Company ÷., Access right of way across the West 30 feet of the herein described property. For ÷t. Contract, including the terms and provisions thereof, .5. Dated :: August 31, 1977 Recorded :: October, 14, 1977 Book: M-77 Page: 19672 Vendor Robert J. Mullen, Sr. e : Robert W. Malcomb, The vendees interest in said contract was assigned by instrument Vendee Dated April 26, 1978 Recorded : April 26, 1978 Book: M-78 Page: 8293 To : Gordon W. Malcomb, which Buyer herein does not assume and agree to pay and Seller further covenants to and with Buyer that the said prior contract shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said contract upon payment of this contract. Buyer specifically agrees to pay the full contract balance on or before September 6, 1989. Seller reserves an easement over the North 30 feet of the NW SE SW SW, Section 21, Township 40, Range 8. Seller reserves an easement for access for the public over the West 30 feet of the herein described property.

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