

72021

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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THIS AGREEMENT, made and entered into this 1 day of May, 19 79  
 by and between FRED W KOEHLER JR  
 of the City of TUSTIN, State of CAL  
 hereinafter designated "SELLERS" and

DAN M CARNEY  
 of the City of SANTA ANA, State of CAL  
 hereinafter designated "BUYERS":

(the plural, "Buyers" and "Sellers", pertains also to the singular)

WITNESSETH: The "SELLERS" in consideration of the covenants and agreements herein  
 contained, agree to sell and convey to "BUYERS" and "BUYERS" agree to buy the Real  
 Property in KLAMATH County, State of Oregon, LEGALLY DESCRIBED AS:

LOT 37 AND LOT 38 KLAMATH FALLS FOREST  
ESTATES HIGHWAY 66 UNIT PLAT No 4 as  
recorded in the office of the County Recorder of  
KLAMATH COUNTY OREGON 2016 ft containing of  
3.31 NET ACRES

subject to: rights, rights of way, easements of record, those apparent on the land  
 and as shown on the plat in the record

PURCHASE PRICE \$ 3500.00

INITIAL PAYMENT \$ 500.00

Buyer's check to be receipt.

BALANCE \$ 3000.00

Payable as follows: Balance in full in escrow

or as per terms of Contract or Note secured by mortgage or trust deed payable  
monthly if not paid then \$60.00 including interest at 8% beginning  
1 June and each month thereafter until paid

Truth in Lending Act, eff. 7/1/69; Balance \$ 3000.00 plus 8 % per annum  
 interest \$ 642.00 equals \$ 3642.00 to be adjusted if paid off sooner or

1. The above stated purchase price covers the purchase of the property herein described.
2. Upon performance of the terms of this agreement, and after payment in full of the purchase price or upon execution of Note secured by mortgage or trust deed, "Sellers" shall deliver to the "Buyers" a good and sufficient warranty deed for said property.
3. When purchase is by Contract, "Seller" will execute deed and contract and deposit same with a trust company to which "Buyer" will make contract payments.
4. "Sellers" represent these lands as unimproved marginal agriculture or ranch land and "Sellers" make no claim as to the productivity of the lands.
5. "Sellers" shall not be liable to "Buyers" for any expenses incurred inspecting property.
6. Buyers must conform to all sanitation requirements.
7. Performance of this contract shall be in the City of TUSTIN, State of CAL.
8. This transaction is subject to rescision and refund of all monies pending "Buyers" inspecting property or as the Truth in Lending Act provides. Monies or checks to be paid to the escrow company designated, other than initial payment.
9. This is the entire agreement of both parties, it being understood that no one other than "Sellers" have any authority to make any representations other than those herein stated, and that no agreement has been made by "Sellers" to resell the property herein described for the benefit of "Buyers".
10. This transaction not binding on Sellers until Seller acknowledges receipt of initial payment.

Dan M Carney

"BUYERS"

"BUYERS"

Fred W Koehler Jr "SELLERS"

544 4159 Home Phone

As per terms make all payments direct to:

California Federal S & L  
TUSTIN CAL

off 8321722

State of Oregon, ] ss.  
 County of Klamath ]

I hereby certify that the within instrument was  
 received and filed for record on the 8th  
 day of August, 19 79, at 10:01  
 o'clock A M. and recorded on Page 18360  
 in Book M79 Records of Deeds  
 of said County.

WM. D. MILNE, County Clerk

By Barbara J. Smith Deputy

Fee 3.00

DAVID M CARNEY  
 HMH-361, MAG-36, 15TH AV  
 FPO San Francisco, CA 96602