

0074

BOB L. MITCHELL, and SHIRLEY J. MITCHELL, husband and wife

between WAYNE A. WILCOX and BETTY M. WILCOX

as seller, and HERBERT E. GALLERY and ORA B. GALLERY

as buyer, for the sale and purchase of the following described real estate in _____ Klamath _____ County, Oregon:

Lot 8, Block 9 Pleasant View Tracts, Klamath County, Oregon

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$49,900.00

Consideration paid for this transfer, stated in terms of dollars, is \$49,900.00.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: Sept. 27, 1979

Herbert E. Naylor
Ora Belle Halliday

STATE OF OREGON,)
County of Oregon) ss.
Sept 27, 1979

Personally appeared the above named.....
HERBERT E. GALLERY and ORA B. GALLERY

_____ and acknowledged the foregoing instru-
ment to be THEIR voluntary act and deed.

(OFFICIAL SEAL) Before me, Arlane J. Addington
Notary Public for Oregon
My commission expires: 3-27-81

STATE OF OREGON, County of _____) ss
_____, 19____

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 is the corporate seal 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:

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

*Strike whichever word not applicable. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS §3.030. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

Herbert E. and Ora Belle Gallery
2938 Cortez
Klamath Falls, Oregon 97601

Bob L. and Shirley J. Mitchell
372 O'Gara
Medford, Oregon

After recording, return to:
Western Bank, Klamath Falls Branch
421 South Seventh Street
Klamath Falls, Oregon 97601

Until a change is requested all tax statements shall be sent to the following address:

Bob L. and Shirley J. Mitchell
372 O'Gara
Medford, Oregon

STATE OF OREGON.

County of _____

I certify that the within instrument was received for record on the day of 19

at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____

Record of Deeds of said county.
Witness my hand and seal of
County affixed

Recording Officer

By _____ Deputy

and Herbert B. Gallery and Ora B. Gallery, hereinafter called the buyer,

33,153.54 to Bank of Klamath Country. Subject to Mtg. of \$19,546.43 to Helen C. Flemming.

Buyers to assume Mortgage payments from Bank of Klamath County of \$8,158.54 payable \$197.59 per month including 7½ interest. Buyers to assume mortgage from Helen C. Fleming in amount of \$19,346.43 payable \$150.00 per month inc. 7½ interest. Buyers to pay taxes, sewer, irrigation, and will be pro-rated with rents as of June 1, 1972. First payment due July 1, 1972.

The Buyer warrants to and covenants with the seller that the real property described in this contract is
 (1) primarily for buyer's personal, family, household or agricultural purposes,
 (2) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

both at

The Buyer certifies:

(A) that the purchase of the property is for the personal, family, household or agricultural purposes of the Buyer or of a natural person, or for the business or commercial purposes of an organization or of a partnership, and that the purchase is not for the purpose of resale;

(B) that the purchase price of the property shall bear interest at the rate of 10 percent per annum from the date of purchase until paid, interest to be paid Monthly in installments of \$100.00 per month, beginning on the date of purchase, and that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(C) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(D) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(E) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(F) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(G) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

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(I) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(J) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(K) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(L) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(M) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(N) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(O) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(P) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(Q) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(R) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(S) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(T) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(U) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(V) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(W) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(X) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(Y) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

(Z) that the purchase price shall be paid in full on or before the date of maturity of the last installment.

per cent per annum from the minimum of the payments above required. Taxes on said proceeds for the current tax year shall be paid by the transferee.

At the time of the execution hereof, the sellers herein (who are husband and wife) own and describe real estate as tenants by the entirety and declare that their interest in the contract and in the unpaid purchase price of said described real estate beneficially shall be that of joint tenants with the right of survivorship and that said tenants in common in the event of the death of one of the sellers, the title to the property shall be divided equally between the surviving seller and the transferee. The interest of the transferee in the contract and in the unpaid purchase price, principal and interest, shall vest solely in the transferee.

June 1, 1972, and any other such payments shall be made by the transferee on and after the date of the maturity of said purchase price.

[illegible][illegible][illegible][illegible][illegible][illegible]

In case of a partial release, the releasee shall be bound by the same conditions as in the case of a total release, but shall be released from the obligation to pay the balance of the loan and to pay the interest on the loan in the event of a partial release. The releasee shall be bound by the same conditions as in the case of a total release, but shall be released from the obligation to pay the balance of the loan and to pay the interest on the loan in the event of a partial release.

[illegible]

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate, it can be seen that one copy hereof has been delivered by said corporation to its duly authorized officers and directors as a memorandum, it has caused its corporate seal to be signed and its corporate seal affixed hereunto.

by its officers duly authorized thereunto by order of its board of directors.

Robert S. Halling
D. A. Halling

1. Importation of goods from a foreign country into the United States for sale or consumption in the United States.

[illegible]