CONTRACT. PEALTESTATE CONTRACT-REAL ESTATE 76359 25820 Vol. 79 Page THIS CONTRACT, Made this 22nd day of October the STATE OF OREGON by and through the Division of State Lands -..., 1979...., between and James R. DeBaun, Trustee, and/or any Successor Trustee, under Written Declaration , hereinafter called the seller of Trust dated September 7, 1972 , hereinafter called the buyer, 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: Lot 3, Block 6, First Addition, City of Klamath Falls, Oregon: Assessor's Map 36-17, Tax Lot 47-1 RESERVATION: Minerals. for the sum of Four Thousand One Hundred Eleven and no/100 ----- Dollars (\$ 4,111.00 (hereinafter, called the purchase price), on account of which, Four Hundred Eleven and 10/100 Dollars (\$ 411.10) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to wit: \$3,699.90) to the order of the seller in monthly payments of not less than Ninety Five and 18/100 י אשליור איד אדמרו הופי payable on the 5th day of each month hereafter beginning with the month of December , 1979egr Wand continuing until said purchase price is fully paid VAII of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10-3/4 per cent per annum from October 22, 1979 until paid, interest to be paid monthly and the being included in the being included included in the being included mon the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-0.111 The minimum monthly payments above required. I axes on said premises for the current tax year shall be pro-rated between the parties hereto as of the date of this contract. DIATETON OL PESCE THING? MITITER by rearants to and covenants with the seller that the real property described in this contract interaction of the seller that the seller that the real property described in this contract in the seller that the seller that the real property described in this contract in the seller that the seller that the real property described in this contract interaction of the seller that the seller that the real property described in this contract interaction of the seller that the seller that the real property described in this contract interaction of the seller that the seller that the real property described in this contract interaction of the seller that the seller that the real property described in this contract interaction of the seller that the react and the seller that the sel WO not less than 3 mines n/aswans 1. in a company or companies satisfactory (to the seller, with loss payable first to the seller and then to the buyer as much lens, costs, water, rents, laxes, or charges or to procure and pay lor, such linsurace, the seller insurade. Now if the buyer shall lail to pay any it to such lens, costs, water, rents, laxes, or charges or to procure and pay lor, such linsurace, the seller insurade, and any payment so made shall be added. It is seller for buyer's breach of contract. e seller for buyer's breach of contract. The seller agrees that of contract. The seller agrees that of the coronic and NONCE a LEER / anys from the date, hereofy he will furnish unto buyer a fittle imariance policy in-indicing the analysis of the coronic and the seller in a fittle in and to said premises in the seller on or subsequent/of the date of this agreement, we and except the usual printed coordinate price) marketable tille in and to be seller on subsequent/of the date of this agreement, we and except the usual printed coordinate price in and the building and other restrictions and easements now of record, if any seller we and except the usual printed coordinate price in the buyer (the first and coordinate) for an of the date of this agreement, we and except the usual printed coordinate price in the buyer (the first and coordinate) for a difference of the seller of the s ave Maidi #IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If Warranty (A) is applicable, and if the seller is a creation, as such ward is defined in the Truth in-Lending Act and Regulation Z; the seller MDST comply with the Act and Regulation by making required disclosures; for this purpose, use Stavant Ness Form No. 1308 or similar unless the contract will become a line to finance the purchase of a welling in which event use stavant Ness Form No. 1307 or similar. Division of State Lands States the second states of net the transmuster of a solution of the second secon ²⁷1445⁹Sfale⁹Sfreet^{ac} vane siver of broading kyrn it built to the second second conduction with the part of the second s and sound a new (contrast a period of Contrast of a contrast (contrast a period of contrast of contr Salem; Oregon 97310 Seller's NAME AND ADDRESS OHOREVET, the actual consideration Ss. I certify that the within instru-James R. DeBaun ment was received for record on the BC 1-10 Big Bear Lake, Callfornia-92315 at o'clock. M., and recorded SPACE RESERVED Aller recording rolym lej- oc. 22 a serial of the historical fleque. tean base legt to an e-the sub- oc. 201 an empirical entry of the series in book..... on page or as FOR file/reel number RECORDER'S US ph in 1445 State Street Record of Deeds of said county? Ministrantin boases tos 1-1-1 Salem, Oregon, 97310's Mar the art international transfer to constraints the second se mines Witness my hand and seal of County affixed the bat 111 Until of change is requested all for statements shall be sent to the following address: <u>James Republications</u> and using (1) is surgical, and seed a BC 1210 and all space bindered switch 30 areas of the fully form 14 Recording Officer up within 20 days of the time him Big Bear Lake, California 92315 or By, ware and pass even by to ware to Deputy 52854

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And is is understood and agreed between said parties that time above required, or any of them, punctually within 20 days of the time option, shall have the lollowing rights: (1) to declare this contract nu the limiterist threas it is a start of the start of the start of the equity, and in any of such cases and payable. (2) to withdraw said de equity, and in any of such cases and payable. (2) to withdraw said de equity, and in any of such cases and payable. (2) to withdraw said de equity, and in any of such cases and payable. (2) to withdraw said de equity, and in any of such cases and rights and inferest created or the isemine and the right of the point of the perimas how elder to be salles-without any act of resentry, or any other act of said property as absolutely moneys paid on account of the purchase of said property as absolutely case of such delault all payments, therefolter mude on this contract a premise up to the time of such delault. And the said seller; in case of the plant apprending or illowing any contract and take immediate poor the plant apprending of the plant and the said seller.	r is of the essence of this contract, and in case the buyer shall fail to make the payments b limited therefor, or fail to keep any agreement herein contained, then the seller at his limited therefor, or fail to keep any agreement herein contained, then the seller at his limand void, (3) to declare the whole unpaid principal balance of said purchase price with sed and other documents from escrow and/or (4) to foreclose this contract by suit in existing in favor of the buyer as against the seller hereunder shall utterly cease and de- d and fall other rights acquired by the buyer hereunder shall revert to and revers in said and nerteely and belong to be seller as the seller bayments had never been made; and in r to be retained by and belong to said seller as the agreed and reasonable rent of said is such default, hall have the right immediately; or a may time thereafter, thereon or thereto session thereof, together with all the improvements and appurtenances (thereon or thereto session thereof, together with all the improvements and appurtenances thereon or thereto session thereof.
BC 1-10 Big-Bear Lake, California 92315 Big-Bear Lake, Califor	Anyr of
sists of or includes other property or value given or promised which is ' TIT/Incerso multion action in instituted to foreclose this contract or sum as the trial court may adjudge reasonable as attorney's less to b	to enforce any provision hereol, the losing party in said suit or action agrees to pay such
1. In constraining (this 'contract," It's understood inthat the seller or the singular pronoun shall be laken'to mean and include this plural, it shall be midde, assumed and implied to make the provisions, hereof ap "IT has agreement shall bind and impre for the benefit of, as the heirs, executors, administrators, personal representatives, successors in IN WITNESS WHEREOF. Solid Parties have	the buyer may be more than one person or a corporation; that if the context so requires, the masculare, the termined and the neutres, and that generality all, generality context so requires, ply quality to corporations and to individuals so any so and the second state of the individual second state of the
The series per power's nearest contract. Division**Of* State + Landse per the top series and not Division**Of**Contracts and series the top series of the Note-The sentence between the symbols (), If not opplicable, should be d	stor and store a
William, S. Cox, Director of the spect of Division of State Lands	STATE OF OREGON, County of the University of the
The incommand acknowledged the foregoing instru- ment to be	Joxes ou suid blauines (or the foregoing instrument is the corporation, cand, that, the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be- half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. build Before me ind Dirichuse blics upto build of units. Het Dashuulle intu the mouth of Decomposit
bellarz (Motary Public for Oregon bellarz (Mocommission expires of 9-22-81 tor Locra-	Notary Public for Oregon My commission expires; ChIIAG BOULDE - My commission expires; ChIIAG BOULDE - My real property, at a time more than 12 months from the date that the instrument isomer provided for iscknowledgment of deeds; by the conveyor of the title to be con- it by the conveyor not later than 15 days after the instrument is executed and the par-
STATE OF CALIFORNIA COUNTY OF SAN: BERNARDINO	designed a Noter Public is and for soid
to be the person whose namesubscribed to the within instrument and acknowledged that	known to me
executed the same. WITNESS my hand, and official seal. Signature	OFFICIAL SEAL VICKY L. MELTON NOTARV PUBLIC CALIFORNIA PRINCIPAL OFFICE IN SAN BERNARDINO COUNTY My Commission Expires May 11, 1982

VICKY L MELTON Name (Typed or Printed)

(This area for official notarial asal)

STATE OF OREGON; COUNTY OF KLAMATH; ss:

I hereby certify that the within instrument was received and filed for record on the 1st day of October A.D., 19 79 at 12:00 o'clock P M., and duly recorded in Vol M79 of Deceds on Page 25820

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WM. D. MILNE, County Clerk By Sernetha Afits (D)

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