

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

CONTRACT—REAL ESTATE

76487

K-32272

Vol. 79 Page 26039

THIS CONTRACT, Made this 30th day of July, 19 79, between
Robert A. Denton and Barbara Denton, husband and wife,
and Richard W. Hunt and Nancy L. Hunt, aka Nancy L. Quick,
hereinafter called the seller,
WITNESSETH: That in and to the said

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:

Lots 13, 14, 15 and 16, Block 5, St. Francis Park Addition,
according to the duly recorded plat thereof on file in the
records of Klamath County, Oregon.

for the sum of Twenty-three Thousand One Hundred Twenty Dollars (\$23,120.00)
(hereinafter called the purchase price), on account of which Two Thousand & no/100
Dollars (\$2,000.00) 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: \$21,120.00) to the order
of the seller in monthly payments of not less than See Note on reverse side hereof for
Dollars (\$xxxxxxx) each payment schedule.
Payable on the xxxxxx

payment schedule.

xxxxxx day after beginning with the month of xxxxxxxx, 19xx, and continuing until said purchase price is fully paid. All said purchase price shall be paid at any time all deferred balances of said purchase price shall bear interest at the rate of xxxxxxxx per cent per annum with said purchase price to be paid xxxxxxxx times per year.

His monthly payments shall be paid xxxxxxxx times per year.

rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the

(A) primarily for buyer's personal, family, or household use.

[illegible]

Robert A. Denton and Barbara Denton
Rt. 2, Box 88-J
Pendleton, Oregon 97801

Richard W. Hunt and Nancy L. Hunt
4444 Crosby
Klamath Falls, Oregon 97601

After recording return to:
Corey, Byler & Rew
P. O. Box 218
Pendleton, Oregon 97650

NAME, ADDRESS, ZIP

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

Richard W. Hunt, et al

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON.

County of _____ ss.
 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.

By _____
Recording Officer
Deputy

and it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow, and/or (4) to foreclose this contract by suit in equity; and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller, as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

KIMBERLY BENTON CLERK
JULY 1979
KIMBERLY BENTON CLERK

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 23,120.00

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

Richard W. Hunt
Nancy L. Hunt
Robert A. Denton
Barbara Denton

NOTE - The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Umatilla, ss. July 30, 1979. Personally appeared

Personally appeared the above named Robert A. Denton, Barbara Denton, Richard W. Hunt & Nancy L. Hunt, aka Nancy L. Hunt, each for himself and not one for the other, did say that the former is the Quick and acknowledged the foregoing instrument to be their voluntary act and deed.

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 10/12/81.

ORS 93.635 (1) An instrument contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

Note from front side hereof:

In monthly payments beginning July 15, 1979, through June 15, 1981, of \$120.00 per month including interest at 6% per annum on the unpaid balance and thereafter beginning July 15, 1981 and on the 15th day of each month the sum of \$150.00 including interest at 6% per annum until said contract is paid for in full.

STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of Klamath County TitleCo.

this 5th day of November A. D. 1979 at 10:48 P. M., and duly recorded in Vol. M79 of Deeds on Page 26039

W. D. MILNE County Clerk

Fee \$7.00

By Barbara Denton

Barbara Denton

Barbara Denton

Barbara Denton

Barbara Denton