FORM No. STORE STATE-Partial Payment	
	Tausoning Real State of gyol. 79 Page 27395
John C. Pappas	
and Maxwell S. Hargrove-	T endo fuerce file of the seller, hereinafter called the seller,
seller agrees to sell unto the buyer and t	ration of the mutual covenants and agreements herein contained, the the buyer agrees to purchase from the seller all of the following de- Klamath County, State of Oregon to-wit:
Lotsµ15,~16, 17, 18,19,020 official plat thereofontfi County,60regon, Ligg betars	Dand <sup>O</sup> 211of ELMWOOD PARK, according to the lelingthe OfficeSofsthesCounty Clerk of Klamath
SUBJECT TO:TOUE) including <sub>f</sub> L. <sub>I</sub> Regulations, including <sub>f</sub> SCitygof Klamath Falls <sub>54</sub>	field forms and provisions thereof, as all forch
2. DRegulations, including Fand Casements for ditch 90 Guademong Chorged DA T	levies, assessments, water and irrigation right es and canals, of Klamath Irrigation District. National No/100Dollars (\$.65,000)
(neremaner caneu me purchase price) o	and and NO/100 Dollars (\$.65,000) n account of which Twenty Thousand and No/100 0.000) is paid on the execution hereof (the receipt of which and the remainder to be paid at the times and in amounts as follows,
The remaining balance of \$ of not less than \$600.00 e on or before the 21 day to be paid on the 2/ day	45,000 shall be paid in monthly installments ach. The first of said installments, to be paid of December, 1979, and subsequent installments y of each month thereafter, until the entire principal and interest is paid in full.
Unovember 21, 1979, until paid, ular payments above required. Taxes on said premises h	Ide routilistance actives I deterred balances shall bear interest at the rate ofNine(9) per cent per annum from interest to be paidMonthlyand *
(B) For an organization of fours if buyer is a The buyer shall be entitled to possession of said 1 in default under the terms of this contract. The buyer, in good condition and repair and will not suffer or pern liens and save the seller barmless thereform and reimbu	natural parson) is do: business or commercial purposes after then appreciated purposes. ands on .December, 19.7.9, and may retain such possession so long as he is not agrees that at all times he will keep the buildings on said premises, now or hereafter erected, not any waste or strip thereof; that he will keep said premises free trom mechanics and all other rse seller for all costs and attorney's lees incurred by him in defending against any such liens; property, as well as all water rents, public charges and municipal, liens which hereafter lawfully ore the same or any part thereof become past due; that at buyer's expense, he will insure and said premises against loss or damage by the (with extended coverage) in an amount not less
that he will pay all taxes hereafter levied against said may be imposed upon said premises, all promptly below keep insured all buildings now or hereafter greeted on than sfull insurance value	property, as well as all water rents, public charges and municipal, liens which hereafter lawfully ore the same or any part thereol become past due; that at buyer's expense, he will insure and said premises against loss or damage by lire (with extended coverage) in an amount not less
as their respective interests may appear and all policies if the buyer shall tail to pay any such liens, costs, wat any payment so made shall be added to and become a	ompanies satisfactory to the seller, with loss payable list to the seller and then to the buyer is of insurance to be delivered as soon as insured to the escrow agent hereinalter named. Now er rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and apart of the deby secured by this contract and shall bear interest at the rate aloresaid, without the set of
has been examined by the buyer and is accepted and ap Contemporaneously herewith, the seller has execu- ing the above described real estate in fee simple unto th	insulate purcy insuring marketable title in and to said premises in the seller; seller's title proved by him VID OLO USODW. Control in . ited a good and sullicient deed (the form of which hereby is approved by the buyer) convey.
on the land	cord, if any, and These referred to above and apparent
escow agent, with instructions to deliver said deed, to secow agent, with instructions to deliver said deed, to upon the payment of the purchase price and full compli- said purchase price and the respective installments ther of the seller. The escrow fee of the escrow agent shall be	w with the lire and till insurance policies, to the order of the buyer, his heirs and assigns, sance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of col, promptly at the times provided therefor, to the said escrow agent for the use and benefit inpaid by the seller, and buyer in equal shares; the collection charges of said agent shall be paid
W-MILIAEZE MHEKSOF' said birth *IMPORIANT NOTICE: Delete, by lining out, whichever phras a creditor, as such word is idefined in the Truth-in-lending Ac for this purpose, use Stevens-Ness Form No. 1308 or similar Stevens-Ness Form No. 1307 or similar.	LIGDUS TO DE STOLLES SUCH THE DESCRIPTION OF THE SUCH THE
John C. Pappass commence of the second secon	the bounded but not the schedule control of the schedule of th
Maxwell S. Hargrove 1194 Crescent Street Klamath Falls, OR 97601 BUYEN'S NAME AND ADDRESS	I certify that the within instru- ment was received for record on the day of
r recording return to: Nestern' Bank" struct of the transportistic	BFACE RESERVED IN DOR RECORDERS USE file roel number RECORDERS USE Record of Deeds of said county.
2885 S. Sixth Street We want of Klamath Falls, MCOR 9760125 and the Klamath Street We want of the second street of	Witness my hand and seal of with the County affixed.
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And it is understood and adreed 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 adreement herein contained, then the selfer at his option shall have the following rights: (1) to declare this constract null and void, (2) to declare the whole unpaid principal blance of said purchase price with the interest thereon a days of the time limited therefor, or fail to keep any adreement herein contained, then the selfer the interest thereon a said parties (1) to declare this constract null and void, (2) to declare the whole unpaid herein (4) to forced shall utterly cease and de-the interest thereon a said interest crosse described and all other rights acquired by the buyer of return, reclan never been made; and in equily and in any of such cases, all rights and interest crosse described and all other rights acquired by the buyer of return, reclan never been made; and in eller without any act to reserve) or any often act of said selfer to be performed and without any right to is adden and reasonable rent of said selfer without any act to reserve) or any other act of said selfer to be performed and without any been as the rights is a substallely. Lully and perfectly as it this contract and such payments hand remeaters thereafter, to enter upon case of such default all payments therefore; made on this contract are to be retained by and blave the right; immediately, or at any time relater, set or enter upon case of such default any process of law, and take same mediate possession thereol, together with all the improvents and approximate herein or thereof the land laloresaid, without any process of law, and take immediate possession thereol, together with all the improvents and approximate here of the belonging.

under to entorce the same, not ich provision, or as a waiver of	the provision itself	record, togende were of any provision hereol shall in no wey attect ms re performance by the buyer of any provision hereol shall in no wey attect ms by breach of any provision hereof be held to be a waiver of any succeeding breach to the state of the s
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The true and actual consideration	on paid for this transler, stated in ter	consideration (indicate which) ①
in case suit or action is institut	to foreclose this contract or to end asonable as attorney's lees to be allow	ms of dollars, is \$650000.000 (moved, the providencies, civaliante, sublech.) force any provision hereof, the losing party in said suit or action agrees to pay such add the prevailing party in said suit or action and if an appeal is taken from any pay such sum as the appellate court shall adjudge reasonable as the prevailing pay such sum as the appellate court shall adjudge reasonable as the prevailing pay such sum as the appellate court shall adjudge reasonable as the prevailing pay such sum as the appellate router, and that generally all grammatical changes culine, the feminine and the neuter, and that generally all grammatical changes stances may require not only the immediate parties hereto but their respective and analy in the table is instrument in triplicate; if either of the undersigned signed and its corporate seal affixed hereto by its officers
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AL)	of Gregon , 1/ 1/ 10 a	Notary Public for Oregon My commission expires:
My commission	expires	in 12 months from the date that the instrument
	to convey fee title t	o any real property, at a time more than 12 months from the conveyor of the title to be con-
ORS 93.635 (1) All instruments or a m	emorandum thereof, shall be recorded	o any real property, at a time more than 12 months from the date that the instrument anner provided for acknowledgment of deeds, by the conveyor of the title to be con- by the conveyor not later than 15 days after the instrument is executed and the par- viction, by a fine of not more than \$100.
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