POKM NO.	haser Assumes Existing Encumbrance. CONTRACT—REAL ESTATE	Vol. 79	Page 28052	1977 N
1.1.74 77663			- 1978 , berweer	
	this. lst day of May			
	this 190 Buy Free Evelyn Drew	, her	einafter called the selfer	· ·
Cecil P. and and Deborah Drew	Byelyn 2.5	. her	einafter called the buye	r,
and	n consideration of the mutual coven over and the buyer agrees to purcha		. Lessin confailleu, u	ic .
WITNESSETH: That in	n consideration of the mutual coven aver and the buyer agrees to purcha nated in Klamath Cour	ase from the selle	r all of the following up	it:
seller agrees to sell unto the se	ated in Klamath Cour	ity, State of		
scribed lands and premises size		including al	l personal propert	y
Portion of Lot 3 &4 Blo	ck 9 Klamath Falls Original	, 110100-00		
				STIPPELJO
Beginning at the South	westerly corner of Lot 4, b the Northeasterly line of tion; thence continuing Nort	5th street 70	feet to the true	1y*****
Lange NorthWesterly unone	P			ng the NUL
aginning OI UILS GOODE	The state of corner of	100 47	Eth ctreet	
erly line of Lot 3 and 4,	tion; thence continuing Nor t to the Westerly corner of 70 feet; thence Southeaster parallel with Pine Street	70 feet, more	or less, to the po	
thence southwesterly and	70 feet; thence Southeaster parallel with Pine Street		(020,000,00)
beginning.	1 pollong and no/100-		Dollars (\$20,000 a con	tract
for the sum of	housand Dollars and no/100- se price, in part payment of which t tgage" as used herein includes within at page or as tile number	he buyer assumes	rust deed) now on said	land
hereinafter called the purcha	therein includes with	11 113 1119 0	Teel nul	mber said
magarded in DOON		110.9.9.		. 10-
county, reference to which i	(indicate which) of the principal hereby is made, the unpaid principal eafter to accrue on said contract or ance of said purchase price to the or	der of the seller a	t the times and in amour	nts as
t man adress to pay the start				
t-llows to-WIE		_	a an including	0/ 111L ·
\$4,000.00 B	oown Payment • payable to Cecil P. & Evel 5 payable to Klamath First F	yn Drew, 911 Sederal, \$80.	00 mo. including 67	/ int
\$ 2,356.06	payable to Klamath First I			
interest to be paid being	price may be paid at any time; al per cent per annum from included inand * {in addition to being included in mises for the current fiscal year sho	the minimum all be prorated be	etween the parties hereto	o as of
interest to be paid being quired. Taxes on said pre- the date of this contract.	covenants with the seller that the real property personal, lamity, household or agricultural purpos	all be prorated be described in this contr set, ness or commercial pur- 78	act is poses other than agricultural pur	poses. n so long as
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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buver shall fail to make the payments above required, or any of them, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punc-tually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the selfer 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 and/or (3) to foreclose this contract by suit in equity and in any of such cases. all rights and interests created or then essints in lavor of the buyer as against the selfer bereunder shall utery cave and determine and the right to the possession of the purchase bereunder shall utery cave and determine and the right to the possession of the purchase of said property or be performed and without any right of the huyer or teturn, reclamation or compensation for more spaid on account of the purchase of said property as absolutely, fully and perfectly as it this contract and such parments hal never been made, and in case of such default. All properts and the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land alcorsaid, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging. The buyer turther agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way allect seeding breach of any such provision, or as a waiver of the provision itsell.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000 . ()However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).() In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer afrees to pay such sum as the of the trial court, the buyer further promises to be allowed plaintilf in said suit or action and if an appeal is taken from any judgment or decree appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-onoun shall be taken to mean and include the plural, the masculine, the leminine and the neuter, and that denerally all drammatical changes be made, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; If either of the unlar pronou shall be n dersigned 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.

Cecil P Decu Sebarah Druc Enely L. Shen

NOTE-The sentence between the sys , mbols ①, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON.

Before me:

NOTALY FUBLIC-OLECON My Commission Expires (Survey) 1996 1

S.

(OFFICIAL: COLOR K COLOR SEAL)

Notary Public for Oregon

ment to be

STATE OF OREGON, County of) ss.))), 19 *County of* Klamath January 15 53. Personally appeared . and , *19* 79 who, being duly sworn, Personally appeared the above named Cecil P. Drew and each for himself and not one for the other, did say that the former is the Evelyn L. Drew president and that the latter is the secretary of and acknowledged the foregoing instru-their voluntary

, 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 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. Before me:

(SEAL)

Notary Public for Oregon My commission expires:

(DESCRIPTION CONTINUED) KAREN K. COFFIN

My commission expires Concerning to 1991

voluntary act and deed.

TATE OF OREGON; COUNTY OF KLAMATH; #4.

wied for record at requisit of

nis _4th_ day of ____December____A. D. 1979 at 1:28' clock PM., and

uly recorded in Vol. M79 _____ Of ____ Deeds. _____ on Page 28052

W= D. MILNE, County Clork Dernothan

Fee \$7.00