П	CONTRACT-REAL ESTATE M PORTO 28895
78218	V0!. <u>79</u> .198
	and Patricia Honeycutt, nusband and wife, , hereinafter called the seller,
	s and Vera I. Shutts, husband and wife, , hereinafter called the buyer,
seller agrees to sell unto the bu scribed lands and premises situa	
Lot 14, Block 19, HOT the County of Klamath	T SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in h, State of Oregon.
City of Klamath Falls 2. Mortgage, include thereon and such future secure the payment of Dated : Septe	luding levies, liens and utility assessments of the s. ling the terms and provisions thereof, with interest ure advances as may be provided therein, given to
Mortgagor : Clif wife	ford Honeycutt and Patricia Honeycutt, husband and
Buyers herein do not covenant to and with full prior to, or at (For continuation of for the sum of Twelve the (hereinafter called the purchase Dollars (\$ 2,500.00) is pay seller); the buyer agrees to pay	fic West Mortgage Co., an Oregon Corporation, which assume and agree to pay, and Sellers further Buyers that the said prior mortgage shall be paid the time this contract is fully paid and that said this document, see reverse side of this contract.) housand nine hundred and no/100Dollars (\$ 12,900.00_) se price), on account of which Two thousand five hundred and n haid on the execution hereof (the receipt of which is hereby acknowledged by the ty the remainder of said purchase price (to-wit: \$10,400.00_) to the order ments of not less than One hundred seventy and no/100 ach, or more, prepayment without penalty,
payable on the 17 day of	of each month hereafter beginning with the month of January , 1980, rechase price is fully paid. All of said purchase price may be paid at any time;
all deferred balances of said p	purchase price shall bear interest at the rate of 12 per cent per annum from
all deferred balances of said p December [], 197 the minimum monthly paymen	purchase price shall bear interest at the rate of 12° per cent per annum from 79, until paid, interest to be paid monthly and * $\frac{\text{the addition to}}{\text{jbeing included in}}$ and solve required. Taxes on said premises for the current tax year shall be pro-
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And it is understood and agreed between said barties 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 hill to keep any agreement herein contained, then the weller at his option shall nove the following rights: (1) to declare this contract null and youd, (2) to declare the whole unpaid puncipal balance of asid purchase price with the interest environ at once due and payable. (3) to withdraw said deed and other documents from every and/or (4) to forclove this contract by unit in the interest environ at once due and payable. (3) to withdraw said deed and other documents from every and/or (4) to forclove this contract by unit in the interest environ at once due and payable. (3) to withdraw said deed and other documents from every and/or (4) to forclove this contract by unit in the interest environ at once due and payable. (3) to withdraw said deed and other documents from every and/or (4) to forclove this contract by unit in any of a such case. All rights and interest created or then existing in layor of the buyer of return, reclamation or compensation for seller without any account of the provession of the prevention above described and and without any fact of the buyer of return, reclamation or compensation for seller without any account of the purchase of asid yelfer (5) as aboutely, fully and prefectly and hereing the advert and reasonable rent of asid created and take to be performed and without each the informat and any time thereatter, to reaso a subschere mide on this contract are to be retained by and in account of the purchase of this contract are to be retained by and thereatter, to reasonable rent of asid seller to a such cases and seller at the adverted and test of a sold seller at the adverted and treasonable rent of a sold seller at the adverted and take adverted and take to be prevented to be prevented to adverte the reasonable rent be and case of such delault

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The basic of such default. And the said seller, in case of source possession thereof, together with all the improvements and exponentiate premises up to the time of such default. And the said seller in case of source possession thereof, together with all the improvements and exponentiate the land allocessid, without any provision have all and take immediate possession thereof, together with all the improvements and exponentiate the land allocessid, without any provision hereof land allocessid, without any provision hereof land in no way alloct his the base of base further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof and succeeding breach right hereunder to enforce the sume, 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,900.00 (However, the actual consideration as and allocing transfer of a ration is instituted to foreclase this contract or to approximate an anticipate which is the back of the state o In case suit or action is instituted to lorelose 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 lees to be allowed the prevailing party in said suit or action and it an appeal is taken from any sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and it an appeal is taken from any such such trial court is and suit or action and it an appeal is taken from any such such actiones's terms in 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. 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, if a summatical change around in able to mean and include the plural, the masculine, the leminine and the muter, and that generally all grammatical changes that be made, assumed and include the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective This agreement shall bind and inue to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective This agreement shall bind and inue to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective This agreement shall bind and inue to the banelit of, as the circumstances that and asigns as well.

ecutors, 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 caused its corporate name to be signed and its corporate seal affixed hereto by its officers is has

s a corporation, it has caused its corporation	
July authorized thereunto by order of its board of d	irectors.
Clifford Honeweit	Inden IL Smull
Culfford Honeyeatt	Arden H, Shutts
A Dinen Struckelle	- Old - hutte
The second	Vera 1. Bhabbis
NOTE-The sentence between the symbols (), if not applicable, should be de	leted. Sea ORS 93.030).
Х	STATE OF OREGON, County of
STATE OF OREGON,	
Klamath)ss.	and
December 1, 1979	Personally appearedand
, Clifford	who, being duly sworn,
Personally appeared the above named Clifford	each for himself and not one for the other, did say that the former is the
Honeycutt, Patricia Honeycutt,	president and that the latter is the
Arden R. Shutts and Vera I.	secretary of
Shutts and acknowledged the loregoing instru-	a corporation.
ment to be their voluptary act and dued	the sent attiged to the foregoing instrument is the corporate seal
ment to be	
	of and corporation and that authority of its board of directors; and each of 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: mm ket	Belore me:
(OFFICIAL DONNA K. RICK	(SEAL)
SEAL)	Notary Public for Oregon
SEAL) Notary Fublic Oregon V 21/83	My commission expires:
My commission expires	
ORS 93.635 (1) All instruments contracting to convey fee title	to any real property, at a time more than 12 months from the date that the instrument manner provided for arknowledgment of deeds, by the conveyor of the title to be con- ed by the conveyor not later than 15 days after the instrument is executed and the par-
veyed. Such instruments, or a memorandum thereof, shall be record	ed by the conveyor not later than 15 days after the substantial to be a
ties are bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon co	nviction, by a fine of not more than \$100.
	RIPTION CONTINUED)
above described real property will	ll be released from the lien of said
in a manufact of this co	ntract
a Manterer including the term	s and provisions unergor, with interest
3. Mortgage, including the term	as may be provided therein, given to
thereon and such future advances	
secure the payment of \$13,300.00	070
Dated : September 11, 1	979 Book: M-79 Page: 22120
Recorded : September 17, 1	979 Book: M-79 Page: 22120
Mortgagor : Clifford Honeyc	utt and Patricia Honeycutt, husband and
wife	
Desific West No.	rtgage Co., an Oregon Corporation
(a) littlenal manonety) wh	ich Buyers herein do not assume and agree
(LOVERS additional property); "n	nant to and with Buyers that the said prior
to pay, and seriers further cove	mant to and with enjoy this contract is

Mortgage shall be paid in full prior to, or at the t fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

It is further understood and agreed between the parties hereto that Buyers have made an independent investigation and inspection of the premises herein described, and have entered into this contract without relying on any statement or representation or covenant not specifically embodied in this contract, and accept the property described in this contract "as is" in its present condition, and requires no work of any kind to be done on said STATE OF OREGON; COUNTY OF KLAMATH; 55.

I hereby certify that the within instrument was received and filed for record on the 17th day of December A.D., 19 79 at 12:02 o'clock P M., and duly recorded in Vol 179 Deeds_____on Page 28895 01

FEE \$7.00

WM. D. MILNE, County Clerk By Danetha Allo Ch. Deputy