79045

-CONTRACT-REAL_ESTATE-Monthly_Payments

FORM No

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706

CONTRACT-REAL ESTATE

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268

Vol. 80 Page THIS CONTRACT, Made this ______ day of ____ December_____, 19.79., between __GEORGE W. MCANULTY, Personal Representative of the Estate of Dorothea E. McAnulty, Deceased Estate No. 79-16P., hereinafter called the seller, and LORENE I. GRASSICK

, 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 de-

> The Southerly 100.9 feet of Lot 2, Block 125 redivision of Block 125, MILLS ADDITION To the City of Klamath Falls, according to the duly recorded plat thereof on file with the County Clerk of Klamath County, Oregon

for the sum of Four Thousand Nine Hundred Thirty-two & 100-100 (\$4,932.54....) (hereinafter called the purchase price), on account of which ... Nine Hundred ... Twenty-five and No/100 Dollars (\$ 925.00) 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: \$...4,007.54.....) to the order of the seller in monthly payments of not less than ____ONE_HUNDRED_TWENTY-FIVE_AND_NO/100_ Dollars (\$.125..00......) each,

na se en la companya de la companya Na companya de la comp and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 73 per cent per annum from

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be now. nondxletweex the xunties burktone of the xutexof this controsts paid by the Buyer.

warrants to and covenants with the seller that the real property described in this contract is aily tor buyer's personal, lamily, household or agricultural purposes, an organization or (even il buyer is a natural person) is for business or commercial purposes other than agricultural purposes. buyer

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not less than \$...7, 500..00.... in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall tail to pay any such itens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aloresaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

the seller lor buyer's breach of contract. The seller afrees that at his expense and within 1. YEAT. duys from the date hereol, he will furnish unto buyer a title insurance policy in-suring (in an anount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this afreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon surrender of this agreement, he will deliver a kood and sufficient deed conveyind said premises in lee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and irect and all encumbrances since said date placed, permitted or arising by, through or, under seller, excepting, however, the said easements and restrictions and the twice, manicipal liens, water rents and public charges so assumed by the buyer and lutther excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

*IMPORTANT NOTICE: Delete, by lining out, whichever phrate and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-tending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

George W. McAnulty, Personal Rep of	n a far far far far far far far far far f	STATE OF OREGON,
Dorothea E. McAnulty Estate	الجوافة والمغابس فتويلقوها الإتوابيس وتوابي	,ss∙
425 Division		County of
Klamath Falstuger's NAME AND ADDRESS Oregon		I certify that the within instru-
Lorene I. Grassick	: 2012 - 2012 - 2012	ment was received for record on the
14223 Highland Drive	[178:16] 20 20 20 20 20 20 20 20 20 20 20 20 20	day of, 19,
Grass Valley, Ca. 95945	SPACE RESERVED	at o'clockM., and recorded in book on page or as
After recording return to:	FOR	file/reel number.
BEDDOE & HAMILTON	RECORDER'S USE	Record of Deeds of said county. Witness my hand and seal of
Klamath Falls γ Oregon 97601	 Andreas Antonio and An Antonio and Antonio an Antonio and Antonio and Antonio and Antonio and Antonio	County affixed.
Until a change is requested all tax statements shall be sent to the following address.	(a) A start of the start of	
-Lorene I. Grassick		C Recording Officer
14223 Highland Drive		ByDeputy
Grass Valley, Ca. 95945		

CLICH ANTICK CT. STORE	
above required, or any of them, punctually within 20 days of option shall have the following rights: (1) to declare this cor the interest thereon of one of the states of the state of the	that time is of the essence of this contract, and in case the buyer shall hill to make the payment, the time limited therefor, or hill to keep any agreement herein contained, then the selfer at hill tract null and void, (2) to declare the whole unpaid principal balance of said purchase price with a said deed and other documents from escrow and/or (4) to foreclose this contract by suit if does and all other rights acquired by the buyer hereunder shall uterity cease and de er to be performed and without any right of the buyer of return, reclamation or compensation for intract are to be returned by and belong to right such payments had never been made; and in in case of such default, shall have the right immediately, or at any time thereafter, to enter upon diate possession thereof, together with all the improvements and appurchances thereon or thered any time to require performance by the buyer of any any provision deputciency for or thered any time to require performance by the buyer of any any provision deputciency or thered any time to require performance by the buyer of any appurchances thereon or thered any time to require performance by the buyer of any appurchances thereon or thered
equity, and in any of such cases, all rights and interest created termine and the right to the possession of the premises above seller without any net of an end of the premises above	v said deed and other documents from excreme and principal balance of said purchase price with f or then existing in layor of the buyer as against the selfer hereunder shall curied by suit in described and all other fiddle something and described suit in the selfer hereunder shall utterly case and described the selfer hereunder shall utterly case and described suit in the selfer hereunder shall utterly case and described suit i
moneys paid on account of the purchase of said property as a case of such default all payments therefolore made on this co premises up to the time of work default of a made on this co	er to be performed and without any right of the buyer hereunder shall revert to and revest in said bisolutely, fully and perfectly as if this contract and such payments had never been made; and in puttact are to be retained by and belowd traced on
the land aforesaid, without any process of law, and take imme- belonging. I is the afore the latter to the latter	in case of such default, shall have the right immediately, or at any time thereafter, to enter upon diate possession thereof, together with all the improvements and apputenances thereon or thereon
right hereunder to enforce the same, nor shall any waiver by of any such provision, or as a waiver of the provision itself.	and possesson increof, together with all the improvements and appurtenances therefore there of any time to require performance by the buyer of any provision hereof shall in no way allect his said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach
The true and actual consideration paid for this translo	in total in a second
sists of or includes other property or value given or promised whe In case suit or action is instituted to foreclose this con-	r, stated in terms of dollars, is \$.4,,932.54. CHowever, the actual consideration con- icer is Dart of the constitutions challents which to the basing party in said suit or action agrees to pay such tract, or to be allowed the prevailing party in said suit or action and is an appeal is taken from any er promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing lifer or the buyer may be more than any
judgment or decree of such trial court, the losing party lurth party's attorney's fees on such append.	ees to be allowed the prevailing party in said suit or action agrees to pay such the promises to pay such sum as the appellate court shall adjudge reasonable as the entries of the appellate court shall adjudge the promises to pay such sum as the appellate court shall adjudge the promise the court shall adjudge the promise the court shall adjudge the promise the court shall be appelled to be appelled to be appeared by the promise to be appeared by the promise the court shall be adjudge to be appeared by the promise to be adjudged by the prom
the singular pronoun shall be taken to mean and include the p shall be made, assumed and implied to make, the provisions the	If promises to pay such sum as the appellate court shall all if an appeal is taken from any like or the buyer may be more than one person or a corporation; that if the context so requires, hered, the masculine; the feminine and the neuter, and that generally all grammatical changes are dispetly qually to corporations and to individuals. So in interest and assigns as well. A have executed this instrument in trinlicator if other of the
heirs, executors, administrators, personal representatives, success IN WITNESS WHEREOF spid partia	as the circumstances may require, not only the immediate parties hereto but their respective sors in interest and assigns as well.
is a corporation, it has caused its corporate no	ame to be sidead it is in a suproduce, in entirel of the undersigned
GEORGE W. MCANULTY, Personal	Rep. of LOPENE I CRASSION
Estate of Dorothea McAnult NOTE-The Seller NOTE-The sentence beforen the symbols (), if not applicable, show	Pee'd
	ld be deleted. Soo ORS 93.030).
STATE OF OREGON,) County ofKlamath	STATE OF OREGON, County of
December 14	Personally appeared
Personally appeared the above named	who beind dill
LORENE I. GRASSICK	each for himself and not one for the other, did say that the former is the president and that the latter is the
and acknowledged the foregoing instru- ment to be their their voluntary act and deed	- Secretary of
voluntary act and deed	
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Coppier Here And	of said corporation and that said instrument was signed and sealed in be- half of said corporation by sub-line to the said instrument was signed and sealed in be-
(OFFICIAL Clean M. Chiper) SEAL)	
OFFICIAL SEAL) PU Notary Public for Oregon My commission expires 326/83	of said corporation and that said instrument is the corporate seal 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: Notary Public for Oregon (SEAL)
My commission expires Y26/83	of said corporation and that said instrument is the corporate seal 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: Notary Public for Oregon My commission expires:
My commission expires July KS ORS 93:635 (1) All instruments contracting to convey fee is executed and the parties are bound, shall be acknowledged, in veyed. Such instruments, or a memberandum thereof abell be	of said corporation and that said instrument is the corporate seal 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: Notary Public for Oregon My commission expires: Uttle to any real property, at a time more than 12 months from the date that the instrument
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POEM No. 1413-LETTERS TESTAMENTARY	P YENS HESS LAW PUBLISHING CO., POBYLAND, OR. ST
	271
In the Circuit [*] Cour	t of the State of Oregon
for the County of Klamath	Probate Department
Estate ol:	No. 79- 16P
DOROTHEA ESTELLE MCANULTY,	LETTERS TESTAMENTARY
THIS CERTIFIES that the will ofDOROT	
deceased, has been proved and GEORGE W. MC	ANULTOW
양 개부를 만들었다. 것은 것 같은 것은 것을 것 같아. 것은 것을 것 같아. 것은 것은 것은 것을 했다.	nus/have deen at
Representative of said estate xk xx x	nd actingExecutorof_said_Will_and_Pers XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	Circuit* Court of the State of Oregon for the County of
	or administration upon the said estate are pending, do hereb
subscribe my name and affix the seal of said court th	nis. 26 day of FEBRUARY, 1979
	WM. D. MILNE
	KlamathCounty.Clerk
$\langle -\Lambda \rangle$	Clerk of the court By 13/ PHYLLIS RUTLEDCE
	Deputy.
STATE OF OREGON,	
County ofKlamath	같은 가장 관계에 가장 같은 것이다. 가지 않는 것이다. 가지 않는 것이다. 가장 같은 것은 것은 것은 것이다. 같은 것이 아프 것이다. 같은 것이 같은 것이다. 것은 것은 것은 것이다. 것은 것이 같은 것이다. 것이다. 것이다. 것이 같은 것이다. 것이 같은 것이다. 것이 같은 것이다. 것이 같은 것이다. 한
I, Clerk of the Circuit* Court of the State of Orego that the foregoing copy of Letters Testamentary has I transcript therefrom and of the whole of such original ord in my office and in my custody and that said Lette	been by me compared with the original, that it is a correct state of the second state
IN TESTIMONY WHEREOF, I have hereund	to set my hand and affixed the seal of said court thi
13 daw of December 79	승규님은 물건을 다 같은 것을 수 있는 것을 수 있다. 것은 것은 것은 것은 것을 가지 않는 것을 가지 않는 것을 수 있는 것을 가지 않는 것을 하는 것을 하는 것을 가지 않는 것을 가 있다. 가지 않는 것을 하는 것을 하는 것을 하는 것을 가 없다. 가지 않는 것을 하는 것을 수 있는 것을 것을 수 있는 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 것 같이 없다. 것을 것 같이 것 같이 없는 것을 것 같이 않는 것 같이 않는 것 같이 않는 것 같이 않는 것 같이 없다. 것 같이 것 같이 않는 것 같이 않는 것 같이 않는 것 같이 없다. 것 같이 것 같이 않는 것 같이 없는 것 같이 없다. 것 같이 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 않는 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 않는 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 없는 것 같이 없다. 것 같이 없는 것 같이 않는 것 같이 없다. 것 같이 않는 것 않는 것 같이 없다. 않은 것 같이 않는 것 같이 않는 것 같이 않는 것 같이 없다. 것 같이 않는 것 같이 않는 것 같이 않는 것 같이 않는 것 않은 것 같이 않는 것 않는 것 않는 것 같이 않는 것 않는 것 않는 것 않은 것 같이 않는 것 같이 않는 것 않는 것 않는 것 않은 것 같이 않는 것 않는
UNIT OUR LALLANA THE	WM. D. MILNE
MUCOUN CONTRACTOR	By buy view The court
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OF OR Constant	
Bit the above proceedings are filed in any Oregon county where the con- Harney, Malheur, Sheiman and Wheeler), delete, by lining out, the word STATE OF OREGON; COUNTY OF KLAMATH; SS.	unty courts have sole jurisdiction of probate matters (to-wit: Gilliam, Grant "Circuit" and write the word "County" immediately above it.
것은 계획 영화가 많이 많은 것도 집에서는 것 같아요. 이번 것입니까? 것 같아요. 한 것 같아요. 한 것 같아요. 것은 것	전 같이 잘 다니 것은 것이 같아요. 그는 것은 것은 것은 것은 것은 것은 것은 것이 같이 것은 것은 것은 것은 것을 것 같아. 것은 것이 같아.
I hereby certify that the within instrument was rece January A.D., 19 <u>80 at 1:29</u> o'clock	$\frac{P}{M}$, and duly recorded in Vol <u>M80</u> ,
of <u>Deeds</u> on Page_268	
FEE \$10.50	WM. D. MILNE, County/Clerk
	By Dernetha Abetach)