

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 1st day of May, 1977, between
GEORGE G. COCCHIA and MARY L. COCCHIA, husband and wife
 and **BILLY B. FLETCHER and JOY E. FLETCHER, husband and wife**, hereinafter called the seller,
 and **_____**, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

The E $\frac{1}{2}$ NW $\frac{1}{4}$ ND $\frac{1}{4}$ of Section 20, lying South of the Sprague River Highway, in Township 36 South, Range 13 East of the Willamette Meridian.

for the sum of Five Thousand and 00/400 Dollars (\$5,000.00) (hereinafter called the purchase price) on account of which

Dollars (\$ _____) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: In monthly installments of \$50.00, or more, thence, beginning October 1, 1977, in monthly installments of \$85.00, or more. Interest to start May 1, 1977 with the first payment due and payable June 1, 1977.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes, (B) for business or commercial purposes other than agricultural purposes.

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 nine per cent per annum from May 1, 1977 until paid, interest to be paid monthly and in addition to the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on May 1, 1977, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens, and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 0.

The seller agrees that at his expense and within thirty days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller; on or subsequent to the date of this agreement, said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising, by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase 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-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; Stevens-Ness Form No. 1307 or similar.

George G. & Mary L. Cocchia
28499 Carriage Hill Drive
Highland, CA 92346

SELLER'S NAME AND ADDRESS

Billy B. & Joy E. Fletcher
9114 North Ventura Avenue
Ventura, CA 93001

BUYER'S NAME AND ADDRESS

After recording return to:

FRONTIER TITLE and ESCROW CO.
P. O. BOX 9197

KLAMATH FALLS, OREGON 97601

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Douglas
 I certify that the within instrument was received for record on the _____ day of _____, 1977, 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.

Recording Officer
 By _____ Deputy

SPACE RESERVED
 FOR
 RECORDER'S USE

15 JUN 1977 2 51 PM '77

104-10500-10112 (G)

UTTAH 9° 5' 20.2" E. 110° 40' 00.0" W.

100-368601-100

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