| ··· 62468 | CONTRACT-REAL ESTATE | Vol Ma P | 5810 |
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| THIS CONTRACT, Made this | | Vol. mgs Page | 80 |
| | | ••••••••••••••••••••••••••••••••••••••• | 9, betweer |
| and Rodney W. Mullanix and Jane | et L. Mullanix | , hushand hereinafter | called the seller |
| and vile | | hereinafter c | alled the buver |
| WITNESSETH: That in consideration o agrees to sell unto the buyer and the buyer agre and premises situated in Klamath | ees to purchase from a | is and agreements herein cort the seller all of the following | ained, the seller described lands |
| | | | |
| Lot 19, Block 309, DARROW ADDI' according to the official plat | TION to the Ci | ty of Klamath Falls | , , |
| County Clerk of Klamath County | , Oregon. | ie in the office of | che |
| Subject, however, to the follow 1. Sewer and water use charges | wing: s, if any, due | to the City of Kla | math |
| Falls. 2. Reservations as contained : | | | • |
| Wolume 45, page 185, Deed Recom | rds of Klamath | County, Oregon, Fl | amath |
| Korporation to Emmeline J. John J. Trust Deed, including the s | uson. Cerms and prov: | lsions thereof, give | en to |
| secure an indebtedness with int as may be provided therein. | erest thereon | and such future ad | vances |
| Dated: October 21, 1976 | • | | |
| Secorded: October 22, 1976 Volume: H76, page 16821, Micro | ofilm Records o | of Klamath County | |
| regon | | | |
| rantor: Donna L. McGhehey | | | |
| Trustee: William Ganong, Jr. (for continuation of this contr | ACT BOD TOVATO | a aido of this doo | |
| for the sum of Twenty-Four Thousand | | | |
| (bereinafter called the purchase price) on account | t of which Four Th | ousand and No/100th | 1g |
| Dollars (\$ 4,000.00) is paid on the execution | on baract (the receip | of which is boroby patron | aladdad ba Ata |
| seller); the buyer agrees to pay the remainder of the seller in propthly payments of not less than Dollars (\$) each, or more, | said purchase price (One Hundred E | to-wit: \$20,000.00 | o the order of |
| the seller in monthly payments of not less than | | | 100613 |
| payable on the | after beginning with th | e month of April | 19 80 |
| payable on the <u>27th</u> day of each month here and continuing until said purchase price is fully lerred balances of said purchase price shall bear March <u>27</u> , 1980 until paid, interest to be p | after beginning with the paid. All of said pure interest at the rate of paid. monthly | ne month of <u>Apr11</u> chase price may be paid at ar per cent per annum fr and * { XXXXXXXX being included in | , 19.80 by time; all de- om |
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And it is understand and agreed between soil parties that two is of the essence of this contract, and in case the buyer shall bit to make the payments after required, or any of them, prestually within 20 days of the two limited therefor, or had to keep any afterment herein contained, then the selice at his option shall have the belowing rights (1) to define this contract will and wind, (2) to define this contract will and wind. (2) to define this contract will and be down on the furge scale price with the interest therein a sole of the same price with and pay of the two with the variet of the interest therein a sole of the same sole at his contract by suit in the interest therein a sole of the same and pay and (2) to be and price the two with the same sole of the research of the option as a sole of the same and pay and (2) to be pressed and the of the define the hyper as administ from excluse and of the interest in and in any of such to the pressession of the contract are sole as it has a sole of the same sole of the contract and with any pression of the pressession of the pressession of the contract are sole as the default, shall have the within any process of have the sole of the contract and such approximation to a sole of shall ease of such default, shall have the right immediately, or any other shall the sole of such default approximation to the pression of the contract are sole and the sole of such default and presents and a sole of such as the set of the relative as it this contract and such payments had never been rade; and in a case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land and pression between the sole of such default and pression thereof, together with all the improvements and approximates the

2:21

the task analysing while any particular but he seller at any time to require performance by the buyer of any provision hereof shall in no way affect his The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof be held to be a waiver of any succeeding breach with becausely to enhance the same, nor shall any waiver by said willer 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 \$24,000.00 Stimmerer the actual consideration con

u miser benis na del as general by commendius of instance as generalized in bunchs of with XXX Spectra with a instance instance as bis of fully

In case usit or action is instituted to barehove this contract or to be abaree any provision hereod, the losing party in said suit or action agrees to pay such any as the trial court may adjudge resonable as atheney's first to be allowed the prevailing party in said suit or action and if an appeal is taken from any sum as the trial court may adjudge resonable as atheney's first to be allowed the prevailing party in said suit or action and if an appeal is taken from any parts a drama s lees on such appeal. In constraint this contract, it is understand that the secher or the buyer may be more than one person or a corporation; that if the context so requires, in constraint this contract, it is mean and method the pleval, the masculine, the lemine and the neuter, and that generally all guanmatical changes the singular promum shall be taken to man and method the pleval, the masculines, the lemine and the neuter, and that generally all guanmatical changes that and any implicit to make the provisions hered apply gually to corporations and to individuals. This agreement shall be falser to make the provisions hered apply gually to corporations and to individuals. This agreement shall be resonal error of the provisions hered apply gually to corporations and the immediate parties hereto but their respective This agreement shall be indired to make the provisions hered apply gually to corporations and the immediate parties hereto but their respective This agreement shall bind and inner to the here the source and assigns as well. IN WITNESS WHEREOF, suid partices have executed this instrument in triplicate; if either of the undersigned IN WITNESS WHEREOF, suid parties have a backing one is a corporate sonal affived hereto by its officers

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. Elisa Gigrich Rodney Janet L ullance Muinh -NOTE-The sent me between the symbols (), if not applicable, should be deleted. See ORS 93.030].) 55. STATE OF OREGON, County of STATE OF OREGON,) 53. ···· ···· Klamath . nnd County of March 27 19 80 Personally appeared who, being duly sworn, Perionally appeared the above named Elica Sigrich, Rodney W. Mullanix each for himself and not one for the other, did say that the former is the and langt L. Mullanix secretary of -----secretary of 2 d add for ded the loregoing instru-20 and that the seal affixed to the foregoing instru-net to be in voluntary act and dead. and that the seal affixed to the foregoing instrument is the corporato seal of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. (or Firigat in the seal of the foregoing instrument is the corporato seal of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. (SEAL) 0 solution of the foregoing instrument is the corporation of the seal of the , a corporation. My commission expires 6/19/83 Notary Public for Oregon My commission expires: DRS 93.6.5 (1) All instruments contracting to convey for file to any real property, at a time more than 12 months from the date that the instrument secured and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-secured and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-secured and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-secured and the parties of a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-are bound thereby. (RS 93 990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100, Beneficiary: First Federal Savings and Loan Association of Klamath Falls, Oregon, which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior

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

> TALE OF OREGON; COUNTY OF KLAMATH; 55. <u>March</u> A. D. 1980 of 9:23 clock $^{\Lambda}M.$, on his day of ____ _ on Page⁵³¹⁰ duty recorded in Vol. 1130 ____, of __ Deeds Wm D. MILNE, County Clerk Di Servictha Adela

> > Fee \$7.00