

131

for the sum of TWELVE THOUSAND AND NO/100 - - - - - Dollars (\$ 12,000.00)
(hereinafter called the purchase price) on account of which NONE Dollars (\$ 0-) is paid on the execution hereof (the receipt of which
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,
to-wit:

Land Sales Contract payable at not less than \$75.00 per month including principal and interest at 7½ per annum. Purchaser to pay taxes when due. Payoff to be within 10 years of closing date. Seller agrees that survey will be completed and recorded by October, 1980, with boundaries clearly marked. Access roads to parcel to be completed by October, 1981. In event these conditions are not met, purchaser has right to have conditions met and cost deducted from contract price.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 7 1/2 per cent per annum from date until paid, interest to be paid monthly and in arrears on the 1st day of each month.

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, and
 (B) not for investment or business purposes.

The buyer shall be entitled to possession of said lands on June 1, 1980, 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; and he will keep said premises free from mechanic's and all other liens and any 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 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 \$ None in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer if their respective interests may appear and, in addition, all policies of insurance to be delivered as soon as insured to the escrow agent hereinafter named. No 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 aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and see the title report on other encumbrances and the title.

and the title insurance policy mentioned above, in escrow with
escrow agent with instructions to deliver said deed together with the fire and title insurance policy, to the order of the buyer, his heirs and assigns,
upon the payment of the purchase price and full compliance with the terms of this agreement. The buyer agrees to pay the balance of
said purchase price and the respective installments thereof, promptly at the times provided therefor, to the escrow agent for the use and benefit
of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid
by the seller.

And it is understood and agreed between said parties that the payments above provided for shall be made by the buyer to the escrow agent.

[illegible]

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned 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.

Vann M. Basinger

Dele R. Durdo

[illegible]

the sentence between the sym-
bols, if not applicable, should be
deleted. See Oregon Revised Statutes,
Section 93.030. (Natural Acknowledg-
ment and Seal)

7-131-2

12829

[illegible]

CONTRACT

FORM NO. 1341

STEVENS, NASS LAW PUB. CO., PORTLAND, ME.

BETWEEN:

Address

AND

Address

Dated

2

Block

Addition

STATE OF OREGON

County of. Klamath

I certify that the within instrument was received for record on the 11th day of July, 19. 80., at 10:58 o'clock A. M., and recorded in book N80 on page 12827 or as, filling fee number 36769, Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne.
County Clerk

Title.

By Demetrius J. Helwig Deputy.

AFTER RECORDING RETURN TO

Fee \$10.50

STATE OF OREGON,

County of Multnomah

80

Personally appeared the above named

Personally appeared the above named
Dale R. Durdel and Sharon L. Durdel

and acknowledged the foregoing instrument to be their voluntary act and deed.

'Before me:

Notary Public for Oregon

My commission expires;

5/2

STATE OF OREGON,

County of Multnomah

June 1 1980

Personally appeared the above named
Vann M. Basinger

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.

Before me,

Notary Public for Oregon

-My commission expires: 11/30/81