

THIS CONTRACT, Made this 22nd day of April July, 1980, between
Allen G. Mead and Janice C. Mead, husband and wife
and George A. Baker and Arletta M. Baker, husband and wife,

hereinafter called the seller,
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:
Lot 1, Block 17, CITY OF MERRILL, in the County of Klamath,

Subject, however, to the following:

1. City Liens, if any, in the Town of Merrill.

2. Mortgage, including the terms and provisions thereof, with
interest thereon and such future advances as may be provided
therein, given to secure the payment of \$8,000.00

Dated: August 9, 1972 Book: M-72 Page: 10015
Recorded: September 7, 1972
Mortgagor: David R. Mongar and Juanita C. Mongar, husband
and wife

Mortgagee: Small Business Administration, which Mortgage
the Buyers herein do not assume and agree to pay, and Sellers

further covenant to and with Buyers that the said prior Mortgage
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 mortgage upon payment in full of
this contract.

3. Financing Statement under County Clerk's File No. 67741
(for continuation of this contract see reverse side of this document)

for the sum of Fifteen Thousand Nine Hundred and No/100ths--Dollars (\$15,900.00)

(hereinafter called the purchase price) on account of which no down payment is required
Dollars (\$ 0-) 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: \$15,900.00) to the order of
the seller in monthly payments of not less than ONE HUNDRED FIFTY AND NO/100THS--
Dollars (\$ 150.00) each, or more, prepayment without penalty

payable on the 10th day of each month hereafter beginning with the month of May, 1980,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
ferred balances of said purchase price shall bear interest at the rate of 8 1/2 % per cent per annum from
monthly 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 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 an organization or other entity which is not a natural person and the buyer is not a creditor;
The buyer shall be entitled to possession of said lands on 19 80 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 premises and the buildings, now or hereafter erected
thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from construction 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 the 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 \$ full insurable value
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 fail to pay any such liens, 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 aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will turnsh unto buyer a title insurance policy in-
suring (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, save
and except the usual printed exceptions and, upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple
price is fully paid and upon request and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
unto the buyer, his heirs and assigns, free and clear of encumbrances 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 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; for this purpose,
use Stevens-ness Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling, use Stevens-ness Form No. 1307 or similar.

STATE OF OREGON,
County of _____

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as document/fee/file/
instrument/microfilm No. _____

Record of Deeds of said county.
Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____ Deputy

After recording return to:
TRANSAMERICA Title Ins. Co.
3940 South Main
LA JOLLA, CALIF. 92037
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
BAKER
P.O. BOX 795
MERRILL, OREGON 97122
NAME, ADDRESS, ZIP

88111 0007 08 M 10V

STATE JAMES - MASTING

And it is understood and agreed between said parties 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 fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer, as against the seller hereunder shall revert to and vest in said seller, and the right to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for term, and in any of such cases, all rights and interest created or then existing in favor of the buyer, as against the seller hereunder shall revert to and vest in said seller, without any act of re-entry, or any other act of said seller as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer, further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, 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 **15,900.00**. (However, the actual consideration con-

sideration or includes other property or value given or promised which is part of the consideration (indicate which).
 In case suit or action is instituted to foreclose 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 fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In the event of 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, the singular pronoun shall be taken to mean and include the plural; the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to, make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, 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 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.

Allen C. Mead

Janice C. Mead

George A. Baker

Arietta M. Baker

NOTE: The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

(STATE OF OREGON, County of **Klamath**) ss.
 Personally appeared **Allen C. Mead, Janice C. Mead, George A. Baker and Arietta M. Baker**, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of **DAVE'S APPLIANCE REPAIR AND SMALL BUSINESS ADMINISTRATION**, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires **3-22-81**

Notary Public for Oregon

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 is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

FILED **August 29, 1972**
David R. Mongar doing business as Dave's Appliance Repair and Juanita C. Mongar Small Business Administration
 (Continuation filed July 25, 1977)
 4. Contract, including the terms and provisions thereof,
 Dated **April 1, 1976** Book: **M-76** Page: **6351**
 Recorded **April 29, 1976**
 Vendor **David R. Mongar and Juanita C. Mongar, husband and wife**
 Vendee **Harold L. Campbell and Mildred L. Campbell, husband and wife, which Contract Buyers herein do not assume and agree to pay; and Sellers further covenant to and with Buyers that the said prior Contract 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 contract upon payment in full of this contract.**
 5. Contract, including the terms and provisions thereof,
 Dated **June 10, 1978** Book: **M-78** Page: **12989**
 Recorded **June 19, 1978**
 Vendor **Harold L. Campbell and Mildred L. Campbell, which Buyers herein do not assume and agree to pay; and Sellers further covenant to and with Buyers that the said prior Contract 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 contract upon payment in full of this contract.**

14114

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 29th day of July A. D. 1980 at 4:26 o'clock P.M., on

July recorded in Vol. M80, of Deeds on Page 14112

Wm D. MILNE, County Clk

By:

Bernetha H. Hetch

Fee \$10.50