CONTRACT-REAL ESTATE-Monthly Poyments.	Vol. Mgo Page 15692
88533 CONTRACT—REAL ESIAL	19.0.0
Set Signature Set Signature THIS CONTRACT, Made this27thday ofJul THIS CONTRACT, Made this27thday ofJul Contract-real islate	
nd Jerry Thomas	, hereinalter called the buyer,
it the mutual covenan	nts and agreement to to the described lands
and premises situated in	sterly 22.50 feet of
The Westerly 9.50 feet of Lot 6, and the East the North half of Lot 7 Block 55 of Second 1 the City of Klamath Falls, according to the on file in the office of the County Clerk o	- FFINISI DIGL UNCAUCE
on file in the office of a	
Subject to: Easements, restrictions, reservations, righ those apparent on the land.	nts of way of record and
those apparent on the land,	
eren i Maria e estas Plante e estas	
	1200 Deller (812 500 00)
for the sum of	and no/100Dollars (\$.13.,500.,603)
(hereinafter called the purchase partial ansaution hereof (the r	receipt of which a find of the order of
(hereinafter called the purchase price) on account of which FFF- (hereinafter called the purchase price) on account of which FFF- Dollars (\$.1500.00) is paid on the execution hereof (the r Dollars (\$.1500.00) is paid on the execution hereof (the r seller); the buyer agrees to pay the remainder of said purchase p seller); the buyer agrees to pay the remainder of said purchase p seller); the buyer agrees to pay the remainder of said purchase p	price (to-wit: \$12,000,00) to the order of
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Dollars (\$ 135.00) each,not including laxes.	(W) first 19 80
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payable on the lst	id purchase, price may be paid at any time, we be to of 10^{-1} per cent per annum from
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ferred balances of said purchase p July 27, 1980 until paid, interest to be paid monthly monthly payments above required. Taxes on said premises for t	Life current and y and a
monthly payments above to a not the parties hereto as of the date of this contract.	and the contract is
parties hereto as of the date of this seller that the real property des The buyer warrants to and covenants with the seller that the real property des (A) primarily for buyer's personal, lamily, household or agricultural purpose. (B) terms engineering of said lands on July 27.	the star advicultural purposes.
*(A) primarily for buyer's personal, taling,	-or-commercial purposes other than agriculture
(B) to the state of the state o	or-commercial purposes other time account of possession so long 19 80, and may retain such possession so long nes he will keep the premises and the buildings, now or hereafter erec
The buyer shall be entitled to possession on the buyer adjects that an interface the terms of this contract. The buyer adjects that waste or strip he is not in default under the terms of this contract. The buyer adjects that the terms, in good condition and repair and will not suffer or permit any waste or strip thereon, in good condition and repair and will not suffer or permit any waste or all costs a other liens and save the seller harmless thereinorm and reimburse seller for all costs of the will nay all taxes hereaft repair to adject the same or a y part thereof become the seller of the same or a y part thereof become the seller of the same or a set of the seller of the same or a set of the seller of the same or a set of the second set of the same or a set of the second set of the same or a set of the second set of the same or a set of the second set of the s	in thereof; that he will keep have in defending against any soci- and attorney's lees incurred by him in defending against any soci- rents, public charges and municipal liens which hereafter lawfully n one past due: that at buyer's expense, he will insure and keep insu- one past due: that at our sexpense, he will insure any soci- one past due: that at a buyer's expense, he will insure any appear the defense of the second second second second second second buyer and second s
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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 them existing in layor of the buyer as against the seller hereunder shall utterly cease and de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said seller to be performed and without any right of the buyer as the ageed and reasonable rent of said case of such default all payments therefore made on this contract are to be retained by and belong to said seller so ide and the said seller, in case of such default, shall have the right immediately, or at any time therealter, to enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging. the ia... belongir

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belonging. The buyer lurther agrees that lailure 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.

It is hereby agreed by and between the parties hereto that this contract may not be assigned to another party without the express written permission of the sellers.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.13.500.00 (However, the actual consideration consists of or includes other property or value given or promised which is the whole 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 lees to be allowed the prevailing party in said suit or action and it an appeal is taken from any judgment or decree of such trial court, this construing 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 leminine and the neuter, and that generally all grammatical changes that the seller of apply quality 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 here, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in trinlicate: if either of the undersidend 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. Marin Hutte

berry A. Thomas NOTE-The sentence between the symbols (), if not applicable, should be deleted. Ses ORS 93.030). STATE OF OREGON,, 19...... County of Klamath Personally appeared and , 19. 80 who, being duly sworn, Personally appeared the above named each for himself and not one for the other, did say that the former is the Charles D. and Bonnie J. president and that the latter is the -Whittemore, husband and wife, and erry...Thomasnd acknowledged the foregoing instru-......secretary of and that the seal attixed to the foregoing instrument is the corporation of said corporation and that said instrument was signed and sealed in be-halt 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: COFFICIAL SEAD > Notary: Public for Oregon, My commission expires 11/12/83 (SEAL) Notary Public for Oregon My commission expires:

OffS 33.835 (i) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument securide and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conved. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parare bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

TATE OF OREGON; COUNTY OF KLAMATH: 55.

Filed for record dtx 2000 KK A. D. 1980 at 1:28 clock P.M., and August nis <u>19th</u> day of ___ Deeds _____ on Page 15692 M80 tuly recorded in Vol. _ ., of A second second WE D. MILNE, County Cleve - - - toc By Dernetha Fee \$7.00 1.11.1 498 Q* g stalls lighter i C

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