

Agreement for Sale of Real Estate

This Agreement made the 18th day of April one thousand nine hundred and Eighty

BETWEEN Ms. Beatrice E. Jost

Star Route 1, Box 1212

La Pine, Oregon 97739

the party of the first part,

and Mr. Charles D. O'Donnell

5925 Vista Avenue

Sacramento, California 95824

the party of the second part.

Witnesseth: That the party of the first part, in consideration of the covenants and agreements on the part of the party of the second part hereinafter contained, agree to sell and convey unto the party of the second part, and the party of the second part agree to buy all certain lot 41, piece or parcel of land situate in the

SUN FOREST ESTATES

County of Klamath

State of Oregon, and bounded and particularly described as follows, to wit:

Tract 1060

1. The property is to be conveyed by good & sufficient deed free and clear of all liens & encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record and no exceptions.
2. All irrigation, plumbing and heating fixtures, including: holding tank, water heater, electric light fixtures, bathroom fixtures, draperies, attached tile and carpeting, attached television antenna, are to be left upon premises as part of the property purchased.
3. The following personal property is also included as part of the property for said purchase price:
General Electric washer and dryer
Hot Point range and refrigerator
Earth wood stove
3 bar stools
1 coat rack

for the sum of Twenty-Seven Thousand Nine Hundred..... dollars,
lawful money of the United States, and the party.... of the second part, in consideration of the
premises, agree.S... to pay to the party.... of the first part the said sum of \$...27,900.00.....
dollars,at the times and in the manner following, to wit:

..... dollars,
at the times and in the manner following, to wit:

\$5,000.00 paid 4-18-80

\$1,900.00 to be paid 8-1-80

\$21,000.00 payable at \$313.56 per month, including interest at 13%
per annum. With the entire balance due 10 years from this
date or upon sale or transfer of property. Purchaser may
pay entire balance at any time without prepayment fee.

The party... of the Second..... part agrees.... to pay all state,
county and municipal taxes or assessments of whatsoever nature which are or may become due on the
premises above describedSUN FOREST ESTATES, Block 1, Lot 41.....
.....
.....

In the event of a failure to comply with the terms hereof by the part.Y... of the second part,
the part.Y... of the first part shall be released from all obligation in law or equity to convey said
property and shall be entitled to the immediate possession thereof, and the party.... of the second part
shall forfeit all rights under this agreement, and all moneys theretofore paid hereunder shall be
considered as rent and compensation for the use and occupancy of said premises and be retained by
the part..Y.. of the first part.

And the party..... of the first part, on receiving payment of the said purchase price, at the
times and in the manner above mentioned, agree.S... to execute and deliver to the part.Y... of the
second part, or toRio. Heira..... assigns,
a good and sufficient deed conveying said property free and clear of all liens and encumbrances made,
done, or suffered by the party.... of the first part.

Purchaser to provide Seller with copies of paid county tax receipts and paid copy of fire insurance of no less than \$28,000.00 until mortgage is paid in full.

And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, but no assignment of this contract shall be valid without the written consent of the party of the first part. Time is of the essence of this agreement.

80 AUG 26 PM 1 38

In Witness Whereof the parties hereto have executed these presents in duplicate the day and year first above written.

Signed and Delivered in the Presence of

Beatrice E. Jost (Seller)
Charles D. O'Donnell (Buyer)

STATE OF OREGON,

County of Deschutes } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 24th day of April, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Beatrice E. Jost, seller and Charles D. O'Donnell, buyer.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Lynn L. Dancer
Notary Public for Oregon.
My Commission expires 7-26-83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 26th day of August A.D., 1980 at 1:38 o'clock P.M., and duly recorded in Vol M80 of Deeds on Page 16151.

FEE \$10.50

WM. D. MILNE, County Clerk
By Bernetha A. Pollock Deputy