FORM	No.	706-CONT	RACT-REA	L ESTATE—	Monthly Pay

S. A.

3458

TN

CONTRACT-REAL ESTATE

TEVENS NESS LAW PUBLISHING CO., PORTLAND, OR. 9720 Vol. m8/ Page 14861

A Charles Constant and

THIS CONTRACT, Made this ..... 20th ...... day of ...... August

NORMAN. F. BIRKHOLZ AND OPAL M. BIRKHOLZ, hasband & Wife hereinafter called the seller, and .....

Daniel R. Nelson , 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 

Lot 15 in Block 19 SECOND ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to reservations, restrictions, rights of way of record and those apparent upon the land;  $_{\rm E^{GG}\ 25\,00}$ 

Calibration in Vol 1881 ci Deeds

d state of the sta the for such program of Kingoth County Title Co.

(hereinafter called the purchase price) on account of which Six Thousand Five Hundred and no/100 Dollars (\$.6, 500, 00...) 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: \$ .... 19,000...00...) to the order of the seller in monthly payments of not less than ... Two... Hundred... and ... Ten... Dollars... and ... no/100-Dollars (\$ 210.00...) each,

payable on the ....20th...day of each month hereafter beginning with the month of .September........., 19.81., and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said spurchase price shall bear interest at the rate of .1.03......per cent per annum from .....20th ..... day of August until paid, interest to be paid monthly and \* } maddition-to being included in the minimum 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, lamily, household or agricultural purposes. (B) for an organization or (even it buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

thereon, in other liens that he wil be imposed

all buildings now or hereafter erected on said premises against loss or damage by line (with extended coverage) in an amount not less than \$ in a company or companies satisfactory to the seller, with loss payable linst to the seller and then to the buyer as their respective interests may appear an all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall tail to pay any, such liens, costs, water rents, taxes, or charg 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 th contract and shall bear interest at the rate alotesaid, without waiver, however, of any right arising to the seller lor buyer's breach of contract.

(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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the soller MUST comply with the Act and Regulation by making required disclosures; for this use Stevens-Nass Form No. 1308 or similar. If the contract becomes a first lian to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar. nd if seller is a creditor, asures; for this purpose,

e ne fight was all mebriers grante they be we finde its statistic its	STATE OF OREGON,
	ss.
	County of
SELLER'S NAME AND ADDRESS	I certify that the within instru-
a structure of the second structure to second structure to second structure and second structure as	ment was received for record on the
a successive states and the second states and the second states and the states of the states of the second states and t	day of
a maniferenziaren 20 - erre eliterre desendiderren artikaren itariaria itariariariariariariariariariariariariar	ato'clockM., and recorded
BUYER'S NAME AND ADDRESS	- in book/rcel/volume Noon
After recording return to: representation of the second	pageor as document/fee/file/
KCTitle Co.	instrument/microfilm No
371-3	Record of Deeds of said county.
NAME, ADDRESS, ZIP	Witness my hand and seal of
Until a change is requested all tax statements shall be sent to the following address:	County attixed
Until a change is requested all fax statements shall be sent to the solutions, subtracting automatic and the solutions of the solution of the	a di serie di serie di serie di serie della della della della della della della di serie della della della della
Buyer	NAME TITLE
KE D D X DOI	
To NAME, ADDRESS, ZIP	By

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 forcelose this contract by suit in equity, and in any of auch cases, all rights and interest created or them existing in layor of the buyer as against the seller hereunder shall utterly cease and de-equity, and in any of auch cases, all rights and interest created or them existing in layor of the buyer as against the seller hereunder shall ever to and revest in said equity, and in any of auch cases, all rights and interest created or them existing in layor of the buyer hereunder shall rever 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 been made; and in seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer been made; reasenable rent of said case of such default all payments theretolore made on this contract are to be retained by and belong to said seller to be made; reasonable rent of said case of such default all payments theretolore made on this contract are to be retained by and belong to said seller to be the right of the time of such default. And the said seller, to act or such default. And the said seller, to account of the time of such default. And the said seller, to account of the time of such default. And the said seller to possession thereof, together with all the improvements and appurtenances thereon or thereto the land alloresaid, without any process of law,

**14862** 

zagab es

house the second the second 

the land aloresaid, without any process of law, and the minimum process of the provision hereof shall in no way affect his belonging. The buyer further afters that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his The buyer further afters that failure by the seller at any time to require performance by the buyer of any provision hereof any succeeding breach 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. day/m

AND STUDER STUD

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.25,500.00 Otowever, the solard consideration consideration of the part of the consideration (indicate which).0 (ac includes the property or value given comparised which is part of the consideration (indicate which).0 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 the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and it an appeal is taken from any s the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and it an appeal is taken from any s the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing attorney's less on such appeal. In 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, nature pronoun shall be taken to mean and include the plural, the masculing, the terminine and the neuter, and that generally all grammatical changes be made, assumed and implied to make the provisions hereod apply qually 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 atoms, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate, it aither of the undersided the shall recutors, auministrators, 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. OPal M. Birkholz <u>Mortana F. Birkholz</u> Norman F. Birkholz <u>Daniel R. Nelson</u> Norman R. Nelson fact THEL K. NELSON The sentence between the symbols (), if not opplicable, should be deleted. See ORS 93.030). STATE OF OREGON, County of ..... STATE OF OREGON, ) ss. ....., 19...... County of Klamath and Personally appeared ... .....who, being duly sworn, each for himself and not one for the other; did say that the former is the Personally, appeared the above named..... president and that the latter is the secretary of Norman, F. Birkholz and Daniel R. Nelson and acknowledged the foregoing instru-their voluntary act and deed. Before me Before me Construction of the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half 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: and acknowledged the toregoing instrument to be, 80 m E Borg (OFFICIA (SEAL) <u>i envezieren en ive</u>lere SEAL) દ્રાષ્ટ્ર Notary Public for Oregon Notary Public for Oregon 

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 seuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the conveyor of the title to be con-Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-re 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)

STATE OF DUESCN; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 20th day of August A. D. 19 81 at 3:190 clock PK., and

on Page <u>1486</u>1 Deeds duly recorded in Vol.\_M81\_\_\_, of

EVELYN BIEHNACounty Clerk By Dernethas Letse

7.1.30

Subject to reservations, restrictions, rights of way of record thuse apparent upon the land; Lee \$2.00

or share the country or strong

for the bill of the shorest on fills of the or the of the of the transformer of the bill of the shorest on fills of the off the start of the shorest of the bills of the start of the shorest of the bills of the start of the start of the shorest of the bills of the start of the s

and second of the first in the second of agness is cell unto the busic and the music island, to purchase from the solar filler of its utilizer of WITH DSSETtir Than in Sugal with mark the might become and strengthen in the second second 

Nol and Dam Cluit.

FORM FILE PRESERVERING PROVIDER PRESERVERING PRESERVERING

HORAND - BIERDOLS VER OLVE H' COMMONS' IMPOUND STORES IN A STRUCTURE STORES 0.3373

HIS CONTRACT, Made the Late 2010 der et a souther state · K 2743 80 COVIES IN MEN DIVIS