| FORM No. 706-CONTRACT-REAL ESTATE-Month | Payments. 10845-L | | |
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| 6226 | CONTRACT-REAL ESTA | Wal mg Days 190 | CO. PORTLAND OR STA |
| Maggle A. Colahan ar | his <u>bth</u> d Robert Colaban b | November | , 19.81., between |
| and Clayton J. Willia | ms and Marcella B. (| Villiams, husband an | er called the seller |
| WITNESSETH: That in co. agrees to sell unto the buyer and the poerations situated in | sideration of the mutual cover | nants and agreements herein co | called the buyer |
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| payable on the <u>6th</u> day of each r and continuing until said purchase price ferred balances of said purchase price December <u>6</u> , <u>1981</u> monthly payments above required. Ta parties hereto as of the date of this con- transition and regardsmither of term if body of a not in default under the terms of this contract. The buyer shall be entitled to possession of sa hereon, in good consets heredier levied assimista- there liens and such the seller harmless thereform an hat he will pay all sets hereafter for the seller to approximate the seller harmless thereform an the buyer shall be interest at the limit and shall be imposed upon all aremises, all promptly belore to the data shall be an interest at the limit and shall be a company or companies satisfactory to the seller to procure and pay for such diversed to the seller to procure and pay for such diversed to the seller that a company or companies to the diversed of the seller that a datition to the statuto torney fees to be fixed to the seller Maggie Colahan and Robert 1735 Washburn Way Klamath Falls, Oregon 9760 SELLER'S NAME AND ADDRESS Clayton J. Williams and Marces Route 2 Box 41 Tulelake, California 196134 DUVER'S MAME AND ADDRESS In recording return to [Addition to the company. Mountain Title Company. | conth hereafter beginning with be is fully paid. All of said put hall bear interest at the rate of est to be paid. monthly es on said mobile for the cu- tract. mobile home seller that the XeX XX of the described in markold or agricultural purposes. The buyer agrees that at all times he will for or put agrees that at all times he will be some any part thereof become past of 10000 to strip thereof reinformers as well as all water rents, put e same of any part thereof become past of a source of the seller and the some of any part thereof become past of a source of the seller and the some of any part there belier and the some of any part the seller and the some at any part there belier and the some at any part the seller and the seller some at any part the seller and the seller some at any part the seller and the seller shall the trial court to be fixed by the trial court to be fixed by the seller to the seller and the seller (and the seller seller by the seller the seller and the seller (and the seller seller by the seller the seller and the seller (and the seller seller by the seller the seller the seller by the seller the seller the seller by the seller the seller the seller by the seller t | the month of December rchase price may be paid at ar 127 per cent per annum fr and * { in oddition to being included in trirent tax year shall be prorate this contract is this contract is this contract is this contract is this contract is the profile premises and the building, now that he will keep said premises this, now that he will keep said premises the shall be the buyer at their respective interest bile charges and municipal liens which are the the buyer as their respective interest bile charges and municipal liens which are the the buyer as their respective interest bile that buyer's express. he will interest the the buyer as their respective interest bile that buyer's agrees the shall be pro- test of the buyer as the respective interest bile the buyer as the respective of the difference of the collect any sum or as the appellate STATE OF OREGON, County of in book/rcel/volume No. Page or as docume instrument microfilm No. Record of Deeds of said co Witness my hand | y time; all de- om |

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571.2 N DTM 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 payme above required, or any of them, punctually within 20 days of the time limited therefor, or liai to keep any agreement herein contained, then the seller option shall have the following rights: (1) to withdraw said deed and other documents from excrow, and/or, (4) to loreclose this contracts and in case the buyer shall fail to make the payme equity, and in any of such cases, all rights and interest created or then existing in layor of the buyer is said in the seller still call to make the payme termine and the right to the possession the premises above described and all other rights equived on the buyer is said in the seller still the remines above described and all other rights equired by suit seller without any act of irreintry is above described and all other rights equired by the buyer of seller, necemader shall revert to and contract are to be refained by and beiong to said seller as the seller, and in any of the seller as the seller at the isonate of the individent any act of the individent and in the real said property as above described and all optimethy as all of the buyer of seller as the stered or and revert to and revert in and moneys paid on account of the purchase of said property as aboutely; tully and perfectly as all of the buyer of seller as the stered and and on the individent any right of the buyer of seller as the stered and never been made; and belonging. The land without any act, or such detaut. And the said seller, in case of such detaut, shall have the right immediately, or at any time therealter, to enforce the same as the store and the right immediately, or at any time therealter, to enforce the same state and appurtenances thereon or there of any such or the time to enforce the same, nor shall any wains time to require performance/hither the improvements and appurtenances thereon o the land aloresaid; without any process of law, and take infinituate possession increding to the layer of any provision hereof shall in no way affect his belonging. The buyer lurther 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 succeeding breach of any succeeding breach of any succeeding breach is the provision itself. Burney, State of DEARAU 24년 11년 학립학 관 and Antrone Lation 641 modile book Strailing, edstoles; The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.5,500.00. Whowever, the soluel-consideration-consideration findicate which properly as the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and if an appeal is taken from any 's attorney's less on such trial court, the losing party lutther promises to pay such y's attorney's less on such appeal. In construing this contract it is understood that the relies of pay such as the appealate court shall adjudge reasonable as the prevailing party in said suit or action and if an appeal is taken from any 's attorney's less on such appeal. In construing this contract it is understood that the relies of the human of the appealate court shall adjudge reasonable as the prevailing party in said suit or action and if an appeal is taken from any 's attorney's less on such appeal. The 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, ingular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes If be made, assumed and implied to make the provisions hered 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 a, executors, administrators, personal representatives, successors in interest and assigns as well. heirs, exe 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 attixed hereto by its ofticers duly authorized thereunto by order of its board of directors. B NOTE-The se Marcella ntence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON, STATE OF OREGON, County of Personally appeared the above named each tor himself and not one for the other, did say that the former is the each tor himself and not one for the other, did say that the former is the Maggle A. Colahan, Robert Colahan, Jim Williams and Marcella president and that the latter is the B: Williams acknowledged the foregoing instru-Notary Public for Oregon (SEAL) Notary Public for Oregon Sec. C 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 executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-yed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parre bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. Buyers herein specifically agree to pay the full contract balance on or before December 6, 1987. Buyers herein further agree to pay all future taxes on said mobile home which shall become a lien against said property. Sellers shall be responsibile for any taxes or liens up to and including November 6, 1981, that may be due and payable on said mobile home. standard in the statusty cours and distants at (1)/Pfalatici This contract is also subject to the requirements and provisions of ORS Chapter 481, pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby. ----startiae of 300x The Sola Hereingen STATE F OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of Mountain Title Co. this 6th day of November A. D. 19 81 at 12:34 clock P. M., and duly recorded in Vol. M81 , of Deeds on Page 19411. and an anterda (a) annais anna tha ta' a stà ta taogh EVELYN BIEHN, Gounty Clerk By Devetha A Fee \$8.00 other affe at have all their enconcenters and th