

6226

CONTRACT—REAL ESTATE Vol. m8/ Page 19411

THIS CONTRACT, Made this 6th day of November, 1981, between Maggie A. Colahan and Robert Colahan, husband and wife, and Clayton J. Williams and Marcella B. Williams, husband and wife,

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 the following described mobile home situated in Klamath County, State of Oregon, to-wit:

1969 Belmont 12' by 64' mobile home, Serial No. 6H86012F356066;

for the sum of Five Thousand Five Hundred and No/100ths-----Dollars (\$ 5,500.00) (hereinafter called the purchase price) on account of which no down 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: \$ 5,500.00) to the order of the seller in monthly payments of not less than ONE HUNDRED SEVEN AND 53/100ths-----Dollars (\$ 107.53) each, or more, prepayment without penalty

payable on the 6th day of each month hereafter beginning with the month of December, 1981, 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 purchase price shall bear interest at the rate of 12% per cent per annum from December 6, 1981 until paid, interest to be paid monthly and * in addition to the minimum monthly payments above required. Taxes on said mobile home being included in the minimum parties hereto as of the date of this contract.

mobile home

The buyer warrants to and covenants with the seller that the ~~XXXXX~~ described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes.

or for an organization or even if it is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said mobile home Nov. 6, 1981, 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 at 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.

In the event suit or action is instituted to collect any sum or sums of money due hereunto or to replevy said mobile home, Buyers agree to pay, in addition to the statutory costs and disbursements, (1) Plaintiff's attorney fees to be fixed by the trial court and (2) on appeal, if any, similar fees in the appellate court to be fixed by the appellate court.

Maggie Colahan and Robert Colahan
1735 Washburn Way
Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Clayton J. Williams and Marcella B. Williams
Route 2 Box 41
Tulelake, California 96134

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Per-Grantee

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instrument 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

