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## Voi.M83 AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE Page 3423

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ATHO AGREEMENT, made in diation	a she i s
between Fidelity Mortgage Company 77th day of April	
<u>Corporation</u> Fidelity Mortgage Company, Inc., a California	1967
and - Joint a California	
and Louis Perdriau, dba West	110 11

Western Investments hereinafter referred to as "BUYER", WITNESSETH: the "Seller"

1. Seller agrees to sell and buyer agrees to buy real property situate in the County of Klamath, State of Oregon, herein referred to as "Said Realty",

SW 1/4 of Section 33, T35S, R11E, W.M. Approximately 160 acres more or less as per government survey.

SUBJECT TO: Oil, gas and mineral exceptions of record.

SUBJECT TO: Rights, conditions, covenants, reservations, restrictions, exceptions, rights of way, and easements of record, if any. SUBJECT TO: An easement for roadway and utility purposes in, over,

under, and upon the exterior thirty (30) feet of the said realty. SUBJECT IO: Taxes for the current year prorated from the 1st day of

the month following the date of this contract. Buyer hereby agrees to pay all taxes and assessments levied against said realty before delinquency.

2. The price for which Seller agrees to sell and Buyer agrees to buy Said Realty is the sum of Four Thousand Eight Hundred Dollars 4, 800.00 lawful money of the United States, which Buyer agrees to pay to Seller Fifty -----DOLLARS (\$ 50.00 presently, receip: whereof is hereby acknowledged, and the balance in monthly installments to be paid over a period not to exceed <u>eleven</u> Fifty -----DOLLARS (\$ 50.00 or more each month, commencing on July 1, 1967 years, day of each month thereafter. The remaining Principal balance is due and payable on or before June 1, 1978 and payable also agrees to pay interest on all unpaid balances from the date hereof at the rate of seven (7%) per cent per annum, to be included in said payments and to be credited as hereinafter provided in the paragraph next following. Said stipulated payments shall continue until said purchase price and interest thereon have been fully paid. Each payment shall be credited first on interest then due; and the remainder on principal: and interest shall thereupon cease upon the

3. Buyer agrees that he will not in any manner transfer this agreement or any interest therein or in the Said Realty without first obtaining the written consent of Seller, and no transfer of this Agreement, or of any interest therein or in Said Realty shall be effective until such written consent has been obtained, but no such consent shall be construed as releasing Buyer from any obligation or agreement herein contained, nor as a representation or agreement by Seller concerning the validity or effect of any transfer so consented to by Seller. Buyer agrees to pay the usual fee required by Seller for consenting to such

4. Buyer may obtain, so long as he shall not be in default of any of the terms and conditions of this agreement, a deed to forty (40) acres or more upon the payment of Thirty ----- DOLLARS (\$ 30.00 per acre, plus twent; (20 %) per cent of the then unpaid principal balance.

5. Seller at his option may at any time during the life of this contract execute and deliver a Deed of Said Realty to Buyer as hereinafter set forth in paragraph 8 of this agreement, and Buyer and spouse, if Buyer be married, will execute and deliver to Seller a promissory note and Mortgage in Said Realty, securing said note, with Seller as Mortgagee, for the balance of the principal sum then unpaid, payable in the same monthly installments, with the same rate of interest and the same due dates as in this agreement provided.

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6. In the event of any default by Buyer in any of the terms or provisions of this Agreement, Seller at its option may terminate this Agreement, and upon such termination, seller shall be completely released from all obligations including but not limited to the obligation to convey Said Realty, and all claims, rights, title and interests of Buyer in this Agreement and in Said Realty, and to all moneys paid hereunder shall completely cease and terminate and such payments shall be retained by Seller in full settlement and liquidation of all damages which Seller may have sustained.

7. Seller represents to Buyer that there is an existing mortgage dated April 13, 1967 , in favor of Wilma K. Hesse

환자 지원 전 소리를 통하는	mortgagee recorded April 26,	
- 1967 .	in Vol. M67, at page 3015, official records, Klamath	
County, Oregon,	covering this land in the amount of \$_3,520.00	

8. Upon receiving payment in full of said price at the time and in the manner herein set forth, Seller shall, within thirty (30) days thereafter execute and deliver to Buyer a Deed sufficient to convey title to Said Realty free and clear of all encurnbrances made, done or suffered by Seller, except as to the matters set forth in paragraph 1. above. In the event Buyer has asked for a deed as called for in paragraph 4, and in the event Seller elects to exercise his option in paragraph 5, said deed shall be free and clear only as to the prepaid portion of Said Realty. Buyer agrees to pay the usual fee required by Seller for recordation and other services rendered by Seller for the benefit of Buyer, and the costs thereof. Issuance of Policies of Title Insurance shall be at Buyer's option and expense.

9. The purchase price herein stipulated shall under no circumstances be deemed or construed to be an obligation of Buyer for the payment of money, enforcible by suit at law or in equity. In the event of failure of Buyer to pay any installment when due, whether such failure be voluntary or involuntary, the only right of Seller arising therefrom shall be that of termination of this Agreement and retention of sums previously paid as liquidated damages.

10. Seller agrees that he will not encumber Said Realty subsequent of the date of this contract without the written consent of Buyer, and that he will not undertake any additional off-site improvements or perform any other work on Said Realty which may result in the creation of a mechanic's lien on Said Realty subsequent to the date of this contract, without the written consent of Buyer and without filing a surety bond with the county of Klamath for the performance and payment of materials and labor costs requisite to such additional improvements.

11. In this Agreement, whenever the content so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The provisions hereof apply to and bind the heirs, executors, administrators and assigns of the respective parties, and time is of the essence of this contract.

12. Buyer shall not record this agreement or cause or permit same to be recorded.

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IN WUTNESS WHEREOF, the said parties have executed these presents as of the day and year first above written. Buyer hereby acknowledges receipt of a copy of this Agreement.

By

By

000 Louis Perdriau, dba Western 1010

Investments

Signature of Buyer

4288 Gilbert Street Street Address

<u>Oakland, California</u> City and Zone

653-4599 Telephone

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STATE OF DECENY COULITY OF KLAMATH; 55. Filed for record at requestion this 19 day of March A. D. 1982 at 9:54 o'clock A M., and duly recorded in Vol. <u>M 82</u>, of <u>Deeds</u> \_on Page <u>3423</u> Fee \$12.00 EVELYN BLEHN, County Clerk

By Fidelity Mortgage Co., Inc.

eller

Sellera California Corp.

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