No. 147-CONTRACT-REAL ESTATE-Part		VOI.]	M8 Page 458	
38710844	CONTRACT-REAL		10.82	between
THIS CONTRACT, Mad	o and Lorraine Katl	ryn Prince,	husband and wi	<u>fe</u> ,
he County of Klamath				
er, and <u>Halvol Hake</u>	and State of	Oregon	hereinafter calle	d the buyer,
ate, situate in the County of	Klamath of WEST KLAMATH FAL	LS, to the C	ity of Klamath the office of	the
according to the of	of WEST KLAMATH FAL fficial plat thereo	t on life in		t • L
		iny, due to t	me orey or a	
Falls.	ntract, including	the terms and	l provisions th	ereor,
Dated: NO	7 1075			·
Recorded: No	vember 7, 1975 75, page 13973, Mic.	rofilm Record	ls of Klamath (ide of this doo	ument)
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r the sum of Thirty-Two	Thousand Five Hundr.	ed and No/10	OthsDollars (\$	amainder to be
n account of which <u>southand</u>	f (the receipt of which is here	y acknowledged by 10% per cent per	r annum from Apri	1 <u>13th</u> ,
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The seller agrees that at his expense and within 30 days from the date hered, he will furnish unto buyer's fille insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, saw indicates the usual priorid exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, saw indicates the usual priorid exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase prices in lulpy paid and upon request and upon surfaced or the said easements mow of read class of all encumbrances into said date placed, per more the buyer, his heirs and assigns, free and clear of encumbrances and of the data hered and test class and class of all encumbrances are placed, per charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or hirs assigns. But in case the buyer shall lait to make the payments alorexaid, or any of them, punctually and upon the strict terms and at the times above specified or lait to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declare the whole unpaid principal balance of said agreement, them the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such classe, all the time are above the said restriction and other all care the prices and determines, and the premises aloreable that and of the user interest hareby cleated or then existing in lavor of the buyer drived under this agreement, shall utterly cease and determine, and the premises aloreable that and or improvements made as aboutely luly and perfective as if this agreement had never bear of the seller of reclamation or compensation to remore

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's eccumder to enforce the same, nor shall any waiver by said seller of any prevision hereof be held to be a waiver of any succeeding breach for as a waiver of the provision itsell.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 32,500.00 CHOWERER, THE ECTUEL CONSIGNATION CON-

or isoludce other preparty or value gives or pressized which it is a first of the consideration (indicate which). And in case suit or action is instituted to foreclose this contract or to enforce any provision thereol, the losing party in said suit or action agrees um 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 take digment or decree of such trial court, the losing party in said suit or action further promises to pay such sum as the appellate court shall adjudge to a the prevailing party's attorney's less on such appeal. any shis

The prevailing party's attorney's less on such appeal. In construing this contract, it is understood that the seller as well as the buyer may be more than one person; that if the context so requires, the r pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall is, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. This agreement shall be induced to be benefit of, as the circumstances may require, not only the immediate parties hereto, but their respective heirs, rs, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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 of ticers duly authorized thereunto by order of its board of directory.

Marin Dennis Trance Engelstad Hal Marvin Dennis Prince Halvor Lorraine falloren Vun a by Marine Fund Lorraine Rathryn Prince Hongfornuy Albur Doroth NOTE-The sentence between the symbols O, if not applicable, should be desired. See OFS 92.0304. Ď geleti Zunitti ngelst attorney in fact) 55. 1 STATE OF OREGON, County of STATE OF OREGON. County of Klamath . 19 55. , 19 82 Personally appeared April. who, being duly sworn, Personally appeared the above named Marvin Denniseach for himself and not one for the other, did say that the former is the Prince, individually and as attorney in face for secretary of Lorraine Kathryn Prince. a corporation, and that the seal allixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. the tr voluntary act and deed. ment to be Stelle 10.07 Before me: Belorg di) (OFFICIAL SEALD) Noter Proble for Oregon My commission expires (OFFICIAL SEAL) Netary Public for Oregon · My commission expires: convey fee title to any real property, at a time more than 12 months from the date that the instrument owledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ORS 93.435 (1) All instruments contracting to ceuted and the parties are bound, shall be ackn both instruments, or a memorandum thereof, are 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) Oregon Norman F., Larson and Dorothy M. Larson, husband Vendor: and wife Marvin D. Prince and Lorraine Prince, husband and wife, which Buyers herein assume and agree to pay, Vendee: and agree to hold Sellers harmless therefrom. The present unpaid principal balance is \$10,026.19 with interest paid to: April 1, 1982. Buyers herein specifically agree to pay the full contract balance on or before May 132,2000. STATE OF OREGON, County of Klamath 13 On this the..... who, being duly sworn (or affirmed), did say that 5 he is the attorney in fact for ... Halvor Engelstad -LUNNETTE-HARNESSthat ... She executed the foregoing instrument by authority of and in behalf of said principal; and ... she acknowledged said instrument to be the act and deed of said principal.

(Official Seal)

113/85

gyce

State of OREGON: COUNTY OF KLAMATH: ss. I hereby certify that the within instrument was received and filed for record on the

A.D., 1982 at 3:59 o'clock P M., and duly recorded in <u>13</u>day of <u>April</u> EVELYN BIEHN CONTRY CLEAK on p=ge<u>4587</u> Vol M 82of Deeds Mcalur_deputy

Fee \$8.00