

TN

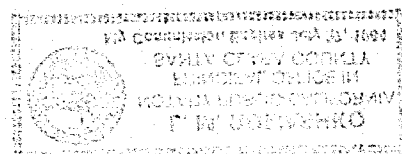
CONTRACT—REAL ESTATE

17905

THIS CONTRACT, Made this 17 day of November, 1982, between
Ruth Josephine Miner, 1617 Mendenhall, #15, San Jose, CA 95130
and Douglas Earl Kirkpatrick and Beth Marie Kirkpatrick, 1240 Dale Avenue, #35,
Mountain View, CA 94040

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
and premises situated in Klamath County, State of Oregon, to-wit:

Two bedrooms, one bath home including appliances (stove, refrigerator, dishwasher,
and fireplace insert), located at 722 Roseway Drive along with adjoining lot. Real
property also described as follows: The westerly 34 feet of lot 40 and the easterly
6 feet of lot 41 and also, the easterly 26 feet of lot 62 and the westerly 29 feet
of lot 63 all in Roselawn subdivision of Block 70 Buena Vista addition to the City
of Klamath Falls, Oregon according to the official plot thereof on file in the office
of the County Clerk of Klamath County, Oregon. And that portion of the vacated
alley lying adjacent thereto.



for the sum of Thirty Four Thousand Five Hundred and no/100----- Dollars (\$ 34,500.00.)
(hereinafter called the purchase price) on account of which
Dollars (\$ 34,500.00) 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: \$ 34,500.00) to the order of
the seller in monthly payments of not less than Six Hundred and no/100
Dollars (\$ 600.00*) each, for five (5) years and then monthly payments of not less
than three hundred and no/100 dollars (\$ 300.00*) each
payable on the 1st day of each month hereafter beginning with the month of December, 1982,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
ferred balances of said purchase price shall bear interest at the rate of 13 per cent per annum from
November 18, 1982 until paid, interest to be paid monthly and * in addition to 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.

*actual payment is this amount less \$6.00 service fees.

The buyer warrants to and covenants with the seller that the real property described in this contract is
(A) primarily for buyer's personal, family, household or agricultural purposes.
(B) for an organization or for a governmental entity or for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on December 1st, 1982, 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 \$ may appear and
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.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (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, save
and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase
price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple
unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public
charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

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

STATE OF OREGON,

County of SS.

I certify that the within instru-
ment was received for record on the
day of , 1982,
at o'clock M., and recorded
in book / 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

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

TRANSAMERICA TITLE

NAME, ADDRESS, ZIP

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

MR. & MRS. DOUGLAS KIRKPATRICK
1240 DALE AVE. APT. 35
MOUNTAIN VIEW, CA. 94040

NAME, ADDRESS, ZIP

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 foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert 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 of return, reclamation or compensation for case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 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 such provision, or as a waiver of the provision itself.

Seller shall pay taxes and insurance through existing 1st Trust Deed payments. Upon proof of payment to escrow holder, the amount of taxes and insurance paid shall be added to the balance of said escrow and bear like interest.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 34,500.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) @)

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 sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees 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, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof 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 heirs, executors, administrators, 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.

Douglas Earl Kirkpatrick

Ruth Josephine Miner

Beth Marie Kirkpatrick
Beth Marie Kirkpatrick

Ruth J. Miner

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.

STATE OF ~~OREGON~~, California)

STATE OF OREGON, County of _____) ss.

County of Santa Clara }

_____, 19____.

November 18, 1982

Personally appeared _____ and

Personally appeared the above named Douglas Earl Kirkpatrick, Beth Marie Kirkpatrick, and Ruth Josephine Miner, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf 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:

(OFFICIAL SEAL)

Notary Public for Oregon California
My commission expires 7/24/84

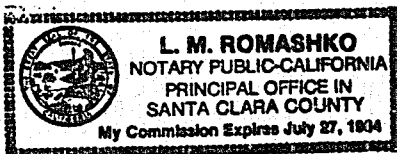
Notary Public for Oregon
My commission expires:

(SEAL)

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 is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties 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)



Return TO:

TA, Marlene

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

3:41

this 12 day of Dec. A.D. 1982 at _____ o'clock P.M. and

duly recorded in Vol. M82, of Deeds on 16853

Fee \$8.00

EV. LYN J. EHN, Court:

By Joyce McArthur

11402