CONTRACT-LEAL ESTATE-Monthly Pryments.	STEVENS. NESS LAW PUBLISHING CO.	18465時	
RM No. 706-CONTRACT-REAL ESTATE-Monthly Pryments. MTC 11943-K 19782 CONTRACT-REAL ESTATE THIS CONTRACT, Made this 28th day of De Kerry Smith and Cynthia E. Smith, husband and Kerry Smith and Cynthia Corney husba	V01. 100	82, between	
De	d wife,	and the coller	
THIS CONTRACT, Made this 28th day of	, hereinafter	alled the sener;	
Devil I. Carney and Patricia A. Carney, husba	nd and write, hereinafter o	alled the buyer,	
ind Paul 5. Calling	and agreements herein cont	ained, the seller described lands	
Paul J. Carney and Patricia A. Carney, masses WITNESSETH: That in consideration of the mutual covenants WITNESSETH: That in consideration of the mutual covenants agrees to sell unto the buyer and the buyer agrees to purchase from to Klamath County and premises situated in	he seller all of the following Oregon	, to-wit:	
agrees to sell unto the buyer and the buyer age. County	, State of	terlv	
and premises draw Side	e of DU raid	TOWN	
The Easterly 5.05 feet off the Easterly 5.05 32½ feet off the Westerly side of Lot 8, Bh of Linkville, now City of Klamath Falls, Or of Linkville, of Original Town, and more part	egon, according to the	supple- follows:	
of Linkville, now citon Town, and more part	ICulary and	ance of	
mental plat of one bound a thorn when the side	of High Street a unse	of Block	
mental plat of original the Southerly side Beginning at a point on the Southerly side 5.05 feet Southwesterly from the Corner con 8; thence Northeasterly along said line of 8; thence Northeasterly and at right angles with High	High Street 37.55 fee	t; thence	
8. Thence Not theme is the smaller with file	I UUIUU	NACTOTIV	6
southeasterly and parallel with High Street 37. westerly and parallel with High Street 120 f and at right angles with High Street 120 f FFSERVING from the tract above conveyed for	or use as an alley, the	; Southeasterry	
10 feet of Salu data			
Suoject, however, to the following: 1. Sewer and water use charges, if any, due to the	City of Klamath Falls	194 nage 121.	
 Suoject, however, to the former, if any, due to the Sewer and water use charges, if any, due to the Reservations and restrictions as contained in D Reservations of Klamath County, Oregon, to wit: Deed Records of Klamath County, Oregon, to wit: conveyed, for use as an alley, the Southeasterl (continued on reverse) 	eed recorded in Volume	tract above	
2. Reservations and restrictions and oregon, to wit:	v 10 feet of said trac	et."	
Deed for use as an alley, one		.21 500.00	
Deed Records of Klamath Colley, the Southeastern conveyed, for use as an alley, the Southeastern (continued on reverse) for the sum of <u>THIRTY ONE THOUSAND FIVE HUNDRED DOLL</u> (hereinafter called the purchase price) on account of which <u>THRE</u> (hereinafter called the purchase price) on account of which <u>THRE</u> (hereinafter called the purchase price) on account of which <u>THRE</u>	ARS and no/100th Dollars	hs	
for the sum of <u>THIRTY ONE THOUSAND FIVE HUNDRED</u> THREE (hereinafter called the purchase price) on account of which <u>THREE</u> (hereinafter called the purchase price) on account of which <u>THREE</u> Dollars (\$3,000.00) is paid on the execution hereof (the re Dollars (\$3,000.00) is paid on the execution hereof (the re TWO HUNDRED	ceint of which is hereby a	cknowledged by the	
(hereinafter called in the anid on the execution hereor (the	(to-wit: \$20,000.00		
seller); the buyer agrees to pay the remainder of TWO HINDRED.	fifit and <i>boj</i>		
the seller in the D2) each	A-373	10 19 83	
Donald (F	ith the month of many be paid	1 at any time; all de-	
Dollars (\$200.20) tean, t	te of10 per cent per an	num from	
ferred balances of said purchase price shall bed month	ly and * { being inc	prorated between the	an a
April 1, 1955 until paid, interes on said premises for t	he current fax year chan		
the above required. I axes on such pr			
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monthly payments above require the contract. parties hereto as of the date of this contract. The buyer warrants to and covenants with the seller that the real property desc "(A) primarily for buyer's personal, family, household or agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes. "(A) primarily for buyer's personal, family, household or Agricultural purposes.	ribed in this contract is or commercial purposes other than $a_{\beta}^{(r)}$ B_{β} , and may 1 B_{β} , and the bulk of the premises and the bulk	cultural purposes. etain such possession so long as ildings, now or hereafter erected is free from construction and all	
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above require is understood a				
option shall have the following the interest thereon at once du equity, and in any of such case	d agreed between said par , punctually within 20 day rights: (1) to declare thi s and payable, (3) to with	ties that time is of the essen vs of the time limited therelo	the of this contract, and in case the r, or lail to keep any agreement to declare the whole unpaid prince to declare the whole unpaid prince whole the buyer as a set of the set r of the buyer as a set of the buyer here is a set of the buyer here is a set of the buyer here is a set of the buyer here to by and helm to said seller by by and helm to said seller by by and helm to said seller of the buyer of any provision here of any provision here of be held to to any provision here of be held to	1846
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the land aloresaid, without any belonging	ts theretolore made on thi default. And the said sell process of law	as absolutely, fully and perfe- rent as absolutely, fully and perfe- rent are to be rettered	ights acquired by the buyer hereur 'ithout any right of the buyer hereur ctly as if this	to foreclose this contract by hereunder shall utterly cease
right hereunder to enforce the second any such provision of the second s	that failure by the seller	imediate possession thereof, to	by and belong to said seller as il hall have the right immediately	turn, reclamation or compensat syments had never been made
Sellers further	aiver of the provision itsel	by said seller of any breach t.	mance by the buyer of any provident	at any time thereafter, to enter and appurtenances thereon or t
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The true				d the buyers harm
of or include actual conside	ration paid (
In case suit or action is inst sum as the trial court may adjudge party's attorney's tees on such appending In construing this contract, it shall be made, assumed and implied theirs, executors, administrators, person IN WITNESS WITT	ituted to foreclose this con reasonable as attorney	ish is part-of-the the whole consideration	is \$ 31,500.00 THORETE vision hereol, the losing party in said ind party in said suit or action an a sthe appellate court shall adju- pre than one action	1 The man
party's attorney's lees on such appeal. In construing this construction shall be taken i shall be made, assumed and implied heirs, executors, administrators, persoi IN WITNESS WHI Signed is a corporation, it he ficers duly authorized these	is understood at	tes to be allowed the prevail er promises to pay such sui	'ision hereol, the losing party in said	f the actual consideration consi
heirs This agreement shall implied	to make the include the pi	lural the buyer may be	repetiate court shall adi	d if an appeal is taken pay su
IN WITNESS WHI	nal representatives, success	as the circumstances may re	inine and the neuter, and that ge fions and to individuals.	n; that if the context so require
ficers duly authorized there	as caused its corpor	es have executed this	well.	rties hereto but their respectiv
signed is a corporation, it his ficers duly authorized there X. (Selling - Kerry Smith X. (Selling - Kerry Smith X. (Selling - Kerry Smith	into by order of its	board of directors	ore than one person or a corporation inine and the neuter, and that are quire, not only the immediate pair well. instrument in triplicate; and its corporate seal a	if either of the under
The second secon	n)	v	CT	linked hereto by its of-
NOTE-The sentence between the symbols	Smīth)	X (Buyer	+ Paul Ja Camat	
STATE OF OREGON,	, ir not applicable, should (be deleted. See ORS 93.030).	- Patricia A. Carr	2-
County of Klamath)) ss.	STATE OF ORFOC		()
December 28 Personally appreciate	19 82		N, County of	
Personally appeared the above mith, Cynthia E. Smith arney, sand, Patricia A	, Paul T			
arney, and Patricia A	Carney	and and	Rof	the fit is a
ht to be their volu	te foregoing instru- ntary act and deed.		President and Secretary of	that the former is the
	tary act and deed.	and at	secretary of	the latter is the
FRICIAE AULIC	Maria	of said corporation and - half of said corporati	secretary of ed to the loregoing instrumen. I that said instrument was sig by authority of its board ef id instrument was sig	t is the
Notary Public for Oregon My commission	Sarry	Before me:	ed to the loregoing instrumen I that said instrument was sig by authority of its board of d id instrument to be its volu	ned and sealed in be- directors, and
	1 ~ 1 / 9 / 8 3			intary act and deed.
ORS 93.635 (1) All instruments contract cuted and the parties are bound, shall b such instruments, or a memorandum i ors 93.990(3) Violation of ORS 93.635 Real Estate Contract	rting	My commission expires:	n n	(SEAL)
e bound thereby. ORS 93.990(3) Violation	e acknowledged, in the ma thereof, shall be recorded	any real property, at a tim	e more that are	_
Constine of ORS 93.635	ić punishable, upon convi	by the conveyor not later the	igment of deeds, by the conveyor ian 15 days after the instruction	ate that the instrument
Real Estate Contract	(DESCRIP	TION CONTINUED	than \$100.	executed and the par-
	including the t	Olime		
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