

THIS CONTRACT, entered into this 26th day of April, 1983, between LARRY P. CORGIAT and DOROTHY L. CORGIAT, hereinafter called Sellers, which term includes the heirs, successors, personal representatives and assigns of said persons, and GERALD D. STEWARD, JR., hereinafter called Buyer, which term includes the heirs, successors, personal representatives and assigns of said person;

W I T N E S S E T H :

That in consideration of the mutual covenants and agreements herein contained, the Sellers agree to grant, bargain, deliver and sell unto the Buyer, and the Buyer agrees to purchase from the Sellers, the following described mobile home, to-wit:

1982 Hillcrest, Serial No. 02950359R, presently located in Klamath County, Oregon;

for the following consideration: Buyer herein agrees to assume and pay that certain loan at First Interstate Bank of Oregon, 601 Main Street, Klamath Falls, Oregon, Branch No. 064, Account No. 4002790004, on behalf of Sellers herein with an approximate balance due and owing of \$13,827.22 with interest paid to May 1, 1983, payable in monthly installments of \$267.69 including interest at the rate of 18 1/2% per annum, until said loan has been paid in full.

Sellers agree that Buyer herein shall be entitled to possession of the mobile home on April 26, 1983, and may retain such possession so long as Buyer is not in default under the terms of this Contract.

NOTICE: Buyers shall not be deemed to be in default for failure to perform any covenants or condition of this agreement other than the failure to make payments as provided for herein until notice of said default has been given by Sellers to Buyer and Buyer shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at Harriman Route, Box 92, Klamath Falls, Oregon 97601. That Sellers' address is Rocky Point Resort, Harriman Route, Box 92, Klamath Falls, Oregon 97601.

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Time is of the essence of this agreement and Buyer agrees to promptly make all payments when due and to fully and promptly perform all other obligations of this agreement.

Upon default by Buyer, Sellers may exercise all rights and remedies provided by law, including the right to enter into Buyer's mobile home to take possession of, assemble and collect the collateral and render usable. Sellers, may at their option, declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable and be entitled to immediate possession of said property and may remove Buyer and his effects. All payments theretofore made by the Buyer and all improvements and fixtures placed on the described mobile home, shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with any other legal remedy which may be available.

It is further agreed by and between the parties hereto that Buyer herein agrees to carry insurance on said mobile home and to name First Interstate Bank of Oregon as loss payee under the terms of said policy.

It is further agreed by and between Sellers and Buyer that the title to the mobile home will not be transferred until the loan is paid in full; however, upon payment in full of this Contract, Seller herein agrees to supply Buyer with a clear title to said mobile home.

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

Buyer herein further agrees to pay all future taxes on said mobile home, which shall become a lien against said property, and Buyer herein agrees to furnish Sellers with a copy of paid receipt for said mobile home taxes each year on and after the date of this contract.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate on the date first above written.

Larry P. Corgiat
LARRY P. CORGIAT

Gerald D. Steward, Jr.
GERALD D. STEWARD, JR.

X Dorothy L. Corgiat
DOROTHY L. CORGIAT

STATE OF OREGON)
County of Klamath) ss.

On the 27 day of April, 1983, personally appeared LARRY P. CORGIAT and DOROTHY L. CORGIAT, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Marcia M. Luman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-20-83

STATE OF OREGON)
County of Klamath) ss.

On the 27 day of April, 1983, personally appeared GERALD D. STEWARD, JR., and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Marcia M. Luman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-20-83

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

AFTER RECORDING RETURN TO:
Mr. and Mrs. Larry Corgiat
Harriman Route, Box 92
Klamath Falls, OR 97601

CONTRACT
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On this 29th day of April A.D. 19 83
at 10:57 o'clock A M, and duly
recorded in Vol. M83 of Deeds
Page 6600

EVELYN BIEHN, County Clerk

By Bernetha S. Helseth Deputy

Fee 12.00