	-38-26/118-8 STEVENS NEW LIW PUBLISHIN PERFECTION	CHEC
THIS CONTRACT, Made this bth d	lay of October , 1983 , be	twee1
and	heroinolta - U. I.	
TEDATE De and ESTHER V. TEDATEV		
WITNESSETH. That is and it	hereinafter called the 1	buyer
Seller aprees to sell unto the t	and dereements herein comt	
scribed lands and premises situated in Klamath Lot 3, Block 21, Fourth Addition to Klamath	or ceon	g u: >-wit:
to the official plat thereof on file in the	office of the County Clark of	
Klamath County, Oregon. Also subject to wel	1 agreement as disclosed in Onit Claim	
Deed recorded in Volume M83, page 14875.	- авусствия на итактовен ти бите стядш	
2001 20001 acu III 101 une 1107, hage 140/7.		
THIS INSTRUMENT DOES NOT GUARANTEE THE PROPERTY DESCRIBED IN THIS INST APPROPRIATE CITY OR COUNTY PLANNING	THAT ANY PARTICULAR USE MAY BE MA RUMENT. A BUYER SHOULD CHECK WIT DEPARTMENT TO VERIFY APPROVED US	ADE FH T SES.
STYPEEN PROTEAND AND ATTACK		
for the sum of SIXTEEN THOUSAND NINE HUNDRED (hereinalter called the purchase price), on account of w Dollars (\$1,000.00) is paid on the execution here	and 00/100	、
payable on the 20th day of each month hereafter be and continuing until said purchase price is fully paid, all deterred balances of said purchase price shall bear i	All of said purchase price may be paid at any) ,
uctober 20, 1983	monthly monthly	om
the minimuta monthly payments above required.	be paid monthly and * Mr. understand	om
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<pre>UCCODEY 20, 1983 until paid, interest to the minimum monthly payments above required. Taxes of rated between the parties hereto as of the date of this co The buyer warrants to and covenants with the selfer that the real p. "(A) principal or buyer's personal, lamily, how-hold or agricultured (B) for an organization or (even if buyer is a natural person) is to The buyer shall se entitled to possession of said lands on Close the is not in default under the terms of this contract. The buyer adress that, and all other liens and save the selfer harmless therefrom and reinhard word in good condition and repair and will not unfler or permit my ward and all other liens and save the selfer harmless therefrom and reinhard word insure and keep insured all buildings now or hereafter levit against said purposes. In insure and keep insured all buildings now or hereafter levit against said purposes the selfer adress that at his expense and within 15 days i such liens, cords, water rents, target, or chardes or to procure and pay for such the selfer adress that at his expense and within 15 days i suring (in an amount) to said purchase price) transtet. Job wither and to assid purchase price is breach of contract. The selfer adress that at his expense and within 15 days i sure and except the usual to said purchase price) transtet. Job wither except (Continued on the selfer darket, by lining out, whichever pluss and hurther except (Continued on the selfer adress form No. 1308 or similar and keelf and ther except (Continued of Seemantes form No. 1308 or similar and Regulation 2, the stress form No. 1307 or similar. December 52 No. Cheegon 97627 SELLER'S NAME AND ADDRESS Thin D. and Esther V. Tierney 5 Hillside Road hing, WA 98244 buver s NAME AND ADDRESS Tearding return to: math River Acress of Oregon, Ltd. 0. Box 52</pre>	be paid <u>monthly</u> and * <u>Unitations</u> and the being included on said premises for the current tax year shall be proposed. roperty described in this contract is purposed. rows and received the problem of the problem of the problem at all times he will keep the buildings on said premises free new or becault or strip thereof; that he will keep said premises free new or becault or or strip thereof; that he will keep said premises free new or becault or or strip thereof; that he will keep said premises free new or becault or or strip thereof; that he will keep said premises free new or becault or or strip thereof; that he will keep said premises free new or becault or or any part thereof become past due; that at buyer's expense, he will se well as all where rents, public charges and municipal firms akainst an e or any part thereof become past due; that at buyer's expense, he will se well as soon as insured. Now if the buyer's expense, he will to the seller as soon as insured. Now if the buyer's expense, he will se adainst loss or damage by fire (with extended coverage) in an amou to the seller as soon as insured. Now if the buyer's servering the addition of a server insurance, the seller may do so and any payment so made shall be add to rom the date hereof, he will furnish unto buyer a title insurance policy in and premises in the seller on or subsequent to the date of this adverements afterement, he will deliver and there do this adverements at a desement; and restrictions and the taxe, municipal said neurohrances as of the date seller and the advert of the aveiling at the seller MUST comply with the Att and Regulation by making required disclosures become a first lien to finance the purchase of a dwelling in which event use the date into finance the purchase of a dwelling in which event use and or (low of 100 or (contry	om 1 in ro- there t

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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 21 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 loreclose this contract by suit in returning and the right to the possession of the premise above described and all other rights acquired by the buyer hereunder shall never to and revest 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 lor seller without any act of the purchase of said seller to be performed and without any right of the buyer of return, reclamation or compensation lor seller without any act of the purchase of said seller to be performed and without any right of the buyer of is said rever to and revest in said premise of such default all payments theretolore made on this contract are to be retained by and belong to said seller as the asteed and reasonable rent of said the laod aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and apputenances thereon or thered to retained by belonging.

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 valver 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$16,900.00 . However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). In case suit or action is instituted to foreclose this contract or to enforce any provision hereol. the losing party in said suit or action and it an appeal is taken from any party's attorney's lees on such appeal. In construing this contract, it is understood that he spire or the buyer may be more than one person or a corporation; that it the context so requires, abult or more and include the prevailing new or and or individuals. This agreement shall be taken to mean and include the prival appeal is the context and the comparison 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 here singulars, personal representatives, successors in interest and assigns as well. recutors, 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 hythorized thereunts by order of its board of directors.

Hartin D. Tierney Easther V. Treeney ierne 7 [[1r Esther V. Tier Esther V. Tierney E. J. Shipsey NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON,)).35.) October 6 , 19.83 ... County of Klamath Oct 23-83,19 Personally appeared E. J. Shipseyand who, being duly sworn, Personally appeared the above named Erlevi V Therey che and the loregoing instru-theney to be the control of the con terney and each for himself and not one for the other, did say that THE KOLLER COLLEGE STRE he is president and 1/1/1/1/ Klamath River Acres of Oregon, Ltd. , a construction and that the seal attixed to the foregoing instrument is the corporate seal 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. Before me: Mother Public ins Oregon Notion: Public ins Oregon partnership Before hit: 1.0

ille OPFICIAL 1 AL Notary Public for Oregon My commission expires May 31-1984 My commission expires 6/16/84

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ORS 93.635 (1) All instruments contracting to convey fee title to any r.al property, at a time more than 12 months from the date that the instrument cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-re 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)

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

Fee_

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on this 25thday of October A.D. 19 83 at_10:35 _ o'clock _ A__ M, and duly recorded in Vol. M83 of Deeds Page 18385

EVELYN BIEHN, County Clerk Arrith Deputy An By , 8.00