TN 33584 CONTACT READESTATE-Monthly Poyments. T/A #	<u>+M-38-27197</u> ract—real estate		PORTLA 31.6
THIS CONTRACT Mode 41	_	Vol. <u>M84</u> Page	
	R. Wire. and hush	and	984, betwee
and DAVID W. CHUBB AND YVONNE C. CHUBB,	husband and wife	, hereinafter (	called the selle
WIINESSETH: That in consideration of the		, neremarter c	alled the huve
agrees to sell unto the buyer and the buyer agrees to and premises situated inKlamath	o purchase from the County, St	nd agreements herein conta seller all of the following ate of	ained, the selle described land
Lots 2 and 3, Block 18. EWAUNA HEIGHTS a in the County of Klamath State of Oregor		City of Klamath Falls	5,
"THIS INSTRUMENT DOES NOT GUARANTEE THAT DESCRIBED IN THIS INSTRUMENT. A BUYER S PLANNING DEPARTMENT TO VERIFY APPROVED	ANY PARTICULAR HOULD CHECK WITH	USE MAY BE MADE OF T THE APPROPRIATE CIT	HE PROPERTY Y OR COUNTY
This Contract is a			
This Contract is being rerecorde from the 15th day of September,	d to correct t 1984 to the 15	he date of this the day of Februar	instrument ry, 1984.
2			
for the sum of FIFTEEN THORSES			
for the sum of .FIFTEENTHOUSANDSEVENHUNDRE (hereinafter called the purchase price) on account of w	D.AND.NO/100	Dollars (\$]	.5,700,00)
Dollars $(52.000, 00)$ is paid on the second		D. AMD. NO. 100	
the seller in monthly payments of not less than One	Hundrod mbdal	11: \$+ 3 (UU., UU) to	the order of
the seller in monthly payments of not less than One Dollars (\$	nunurea Thirty-0	ne Dollars and 12/10	0
			••••••
payable on the <u>15th</u> day of each month hereafter b and continuing until said purchase price is fully paid.	eginning with the mo	onth of March	, 19.84
lerred balances of sold must be a	of ourd purchase	price may be haid at any	times all d.
monthly payments above required. Taxes on said prem parties hereto as of the date of this contract. * see	ises for the current	tax year shall be prorated	between the
		tract is	or sale
(B) for an organization or (even if buyer is a natural person) is	al purposes.		
The buyer warrants to and covenants with the seller that the real p (A) primarily lor buyer's personal, family, household or agricultur. (B) lor an organization or (even if buyer is a natural person) is in The buyer shall be entitled to possession of said lands on FeDTI ho is not in default under the terms of this contract. The buyer agrees the thereon, in food condition	al purposes. for business or commercial pu uary 15	reposes other than agricultural purpo 19.84., and may retain such pos	ses.
thereon, in good condition and repair and will not suffer or permit any w other liens and save the seller harmless therefrom and reimburse seller for that he will pay all taxes hereafter levied anginst said property, as well as be imposed upon said premises, all promptly before the same or any part the all buildings now or hereafter erected on said ensuing the same or any part the	at at all times he will keep th aste or strip thereof; that he all costs and attorney's lees all water rents, public char, hereof become past due; that	19 84, and may retain such pos e premises and the buildings, now o will keep said premises tree trom co incurred by him in defending again ges and municipal liens which herea at buyer's expense, he will insure	session so long as r herealter erected instruction and all st any such liens; iter lawfully may and keen insured
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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 20 days of the time limited therelor, or fail to keep any agreement herein contained, then the seller at his the interest thereon at once due and payable. (3) to declare this contract null and void. (2) to declare the whole unpaid principal balance of said purchase price equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller shall can be added and property as above described and all other rights from service and/or (4) to foreclose this contract by suit in ensuing and the right to the possession of the promises above described and all other rights acquired by the buyer hereunder shall vertices the said purchase price case of such default all payments theretofore made on this contract are to be retained by and without any right of the buyer of return, reclaration or compensation for the land aloresaid, without any process of law, and take immediate possession thereof, together with all the right immediately, or at any time to require the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and reasonable rent of said seller to the seller to red reasonable rent of said seller to be retained by and belong to said such apyments had never been made; and in the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and sputtenances thereon or thereof The buver further adrees that failure by the seller at any time to require performance by the huver of any provision haved shall in no way affect his 2432 The same allocesand, without any process of ann, and take infinitually possession increases and allocesand, without any process of ann, and take infinitually possession for a second se The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 15,700.00 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 agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action agrees to pay such judgment or decree of such trial court, the losing party turther promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's lees 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 maan and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes here, executors, administrators, personal representatives, successors in interest and assign as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate: if either of the sundar 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. enne Chubb NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). all STATE OF OREGON, STATE OF OREGON, County of .... County of Klamath February 15 , 19 84 ...) ss. ....., 19\_\_\_\_\_ Personally appeared the above named David W. Chubb & Yvonne C. Chubb & Leroy Personally appeared ...... ...and Jackson, 1Sr. & Catherine W. each for himself and not one for the other, did say that the former is the who, being duly sworn, Jackson ... and acknowledged the loregoing instru-......president and that the latter is the ment to be their secretary of ..... voluntary act and deed. - 1 12 (UFFICIAL Maslene) نر

and that the seal affixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half 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: Addingto Notary Public for Oregon My commission expires .3-22-85..... Notary Public for Oregon (SEAL) My commission expires:

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 scuted 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. tics ar re bound Increby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED) Further Conditions:

SEAL)

1) Buyers hereby agree to pay the real property taxes and fire insurance when they come due and provide. Seller with proof of said payment

Why. This Contract may be assumed; however,

2) Seller reserves the right to approve any future buyers, but Sellers cannot withhold

3) Sellers further agree to pay an amount of not less than \$50.00 per month toward unpaid property taxes that are due on said property until such time as said taxes are brought to a current status. Said tax years that Seller will be paying are: 1980-81, 1981-82, 1982-83 said 1983-84 taxes will be pro-rated at closing.

4) This property is being purchased in "as is" condition.

STATE OF OREGON: COUNTY ( I hereby certify that the record on the <u>l6th</u> day of and duly recorded in Vol	OF KLAMATH:ss 9 within instrument was recei 1994 at A.D., 1984 at M84, of Deeds	ved and filed for LO:40!clock AM,
Fee \$ <u>8.00</u>	EVELYN BIEHN, COUNT	
		Je parey, 1
A. B. S. A.F.	el company a company	HITHIN CONTRACT

3165

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

A DESCRIPTION OF THE OWNER OF THE
on this <u>28th</u> day of <u>Feb.</u> A.D. 19 <u>8</u> ]+
ar <u>3.24</u> o'clock P M and duty
recorded in Vol. M84 of Deeds
Pago3163
EVELYN BIEHN, County Clerk
By TAm Amith Deputy
Fee 12.00