

AGREEMENT FOR SALE OF REAL ESTATE

39682

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13419

THIS AGREEMENT, made this 20 day of July, 19 84BETWEEN SIERRA CONSTRUCTION (name) whose address is
(or principal place of business is) 2979 Bee All Lane, Central Point, Oregon 97502AND JESSE A. HIRST AND WILMA V. HIRST (name) whose address is
(or principal place of business is) 1159 Fox Den Drive Redding Cal. 96003

hereafter designated as "Buyer."

WITNESS: That Seller, in consideration of covenants and agreements hereinafter contained agreed to sell and convey to Buyer, and Buyer agrees to buy the following described real property:

LOT 45 BLOCK 21, UNIT 1, and LOT 53, BLOCK 32,
UNIT 2, KLAMATH FALLS FOREST ESTATES, KLAMATH
COUNTY OREGON.

| | | |
|---|------------------|-------------------|
| A. Cash Price | | \$ <u>4000.00</u> |
| B. Less: Present Cash Down Payment | \$ <u>400.00</u> | |
| C. Deferred Cash Down Payment | \$ <u>N/A</u> | |
| (Due on or before <u>19</u>) | | |
| D. Trade-in | \$ | <u>400.00</u> |
| E. Total Down Payment | \$ <u>400.00</u> | |
| F. Unpaid Balance of Cash Price - Amount Financed | \$ | <u>3600.00</u> |
| G. FINANCE CHARGE (Interest Only) | \$ | <u>1091.52</u> |
| H. ANNUAL PERCENTAGE RATE <u>9</u> % | \$ | <u>5091.52</u> |
| I. Deferred Payment Price (A + G) | \$ | <u>4691.52</u> |
| J. Total of Payments (F + G) | | |

The "Total of Payments" is payable by Buyer to Seller in approximately 72 monthly installments of
Sixty Five and 16/100 Dollars (\$ 65.16), each, due on 15, 19 84and a like amount due on the 15 day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE applies on all deferred payments from August 15, 19 84. Such payments shall be made in lawful money of the United States. Buyer may make prepayments.Taxes for CURRENT and all subsequent taxes are to be paid by Buyer and he shall agree to pay all assessments levied subsequent to date hereof:

Seller agrees at Buyers request and expense to release each lot on separate note and deed of trust through an escrow and issuance of title insurance. Buyer to pay all costs.

IT IS UNDERSTOOD AND AGREED that time is of the essence of this contract and should Buyer fail to comply with the terms hereof, then Seller may at his option cancel this contract and be released from all obligations in law and in equity to convey said property, and Buyer shall thereupon be deemed to have waived all rights thereto and all moneys theretofore paid under this contract shall be deemed payments to seller for the execution of this Agreement and for the rental of premises. Notwithstanding the foregoing, Seller shall not cancel any delinquent contract until not less than 45 days after having mailed written notice to Buyer's address of his intent to do so, thereby affording Buyer at least 45 days grace period in which to cure any default.

SELLER, on receiving full payments at the times and in the manner herein provided, agrees to deliver a policy of title insurance showing title to be vested in Buyer free of encumbrances except subject to easements of record, rights of way, covenants, conditions, reservations, restrictions, and exceptions of record, and to record, and to execute and deliver to Buyer a good and sufficient deed to the premises herein described.

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year, first above written.

W.V. TROPP FOR SIERRA CONSTRUCTION

SELLER

RETURN DOCUMENT AND MAIL ALL ATX STATEMENTS TO ABOVE ADDRESS C/O D. STANLEY

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 3rd day of Aug. A.D., 19 84 at 1:49 o'clock P. M., and duly recorded in Vol. M84, of Deeds on page 13419.

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, DeputyFee: \$ 4.00Return - D. Stanley
498 Lynamore Rd - Santa Monica, Ca

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