

42491

## AGREEMENT FOR SALE OF REAL ESTATE

Vol. M84 Page 18203THIS AGREEMENT, made this 12 day of October, 19 84BETWEEN HERBERT E. MILLER AND DENNIS T. MILLER (name), whose address is  
(or principal place of business is) 1311 W. 186th. St. Gardena Cal. 90247AND Sierra Construction (name), whose address is  
(or principal place of business is) 438 Sycamore Road Santa Monica, Cal. 90402

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:

Lots 137/138 Block 31, Nimrod River Park  
4th. Addition, Klamath County, Oregon.

|                                                   |           |            |
|---------------------------------------------------|-----------|------------|
| A. Cash Price                                     |           | \$ 2500.00 |
| B. Less: Present Cash Down Payment                | \$ 250.00 |            |
| C. Deferred Cash Down Payment                     | \$        |            |
| (Due on or before <u>19</u> )                     |           |            |
| D. Trade-in                                       | \$        |            |
| E. Total Down Payment                             | \$ 250.00 |            |
| F. Unpaid Balance of Cash Price - Amount Financed |           | \$ 250.00  |
| G. FINANCE CHARGE (Interest Only)                 |           | \$ 2250.00 |
| H. ANNUAL PERCENTAGE RATE <u>9</u> %              |           | \$ 438.48  |
| I. Deferred Payment Price (A + G)                 |           | \$ 2938.48 |
| J. Total of Payments (F + G)                      |           | \$ 2688.48 |

The "Total of Payments" is payable by Buyer to Seller in approximately 48 monthly installments of  
Fifty Six and 01/100 Dollars (\$ 56.01), each, due on 15, 1984  
and a like amount due on the Fifteenth day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE  
applies on all deferred payments from November 15, 1984, 1984. Such payments shall be made in lawful money of the  
United States. Buyer may make prepayments.Taxes for Current Year

subsequent to date hereof:

and all subsequent taxes are to be paid by Buyer and he shall agree to pay all assessments levied  
Seller agrees at Buyers expense and request to escrow property and to  
issue note and deed of trust. Title Insurance to be paid by Buyer.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 therein 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.Seller and Buyer agree at Buyers expense to place Contract and Warrenty deed  
in Holding escrow at Klamath County Title Company.

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

W.V. Tropp Realvest Inc.Dennis T Miller  
Seller  
Herbert E Miller  
Seller

RECORD AND RETURN TO BUYER AT THE ABOVE ADDRESS

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for  
record on the 23rd day of October A.D., 19 84 at 9:42 o'clock A M,  
and duly recorded in Vol. M84, of Deeds on page 18203.Fee: \$ 4.00 Index: \$ 1.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy