

AGREEMENT FOR SALE OF REAL ESTATE

42492

Vol. MS4 Page 18204

THIS AGREEMENT, made this 5 day of October, 19 84

BETWEEN JOHN M. MCEL RATH AND MARILYN J. MCEL RATH (name), whose address is
(or principal place of business is) P.O. Box 221 Arivaca AZ. 85601

AND WV - Realvest Inc.

(or principal place of business is) 438 Sycamore Road, Santa Monica, Cal. 90402 (name), whose address is

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 5, 6, 7, 8, BLOCK 50 NIMROD RIVER PARK 4TH.
ADDITION, KLAMATH COUNTY, OREGON.

A. Cash Price		\$ 6000.00
B. Less: Present Cash Down Payment	\$ 600.00	
C. Deferred Cash Down Payment	\$	
(Due on or before 19)		
D. Trade-in	\$	
E. Total Down Payment	\$ 600.00	
F. Unpaid Balance of Cash Price - Amount Financed		\$ 600.00
G. FINANCE CHARGE (Interest Only)		\$ 5400.00
H. ANNUAL PERCENTAGE RATE <u>9</u> %		\$ 1609.20
I. Deferred Payment Price (A + G)		
J. Total of Payments (F + G)		\$ 7609.20
		\$ 7009.20

The "Total of Payments" is payable by Buyer to Seller in approximately 72 monthly installments of
Ninety Seven and 35/100 Dollars (\$ 97.35), each, due on 15, 19 84
and a like amount due on the 15th day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE
applies on all deferred payments from November 15, 1984, 19 84. Such payments shall be made in lawful money of the
United States. Buyer may make prepayments.

Taxes for Current Year 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 expense and request to escrow property and to
issue note and deed of trust. Title Insurance to be paid by Buyer.
Seller Agrees to release each lot separately into escrow if requested.
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.
Seller and Buyer agree at Buyers expense to place Contract and Warranty 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.

John M. McElrath
Seller

Marilyn J. McElrath
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 MS4, of Deeds on page 18204.

EVELYN BIEHN, COUNTY CLERK

by: Ram Smith, Deputy

Fee: \$ 4.00 Index: \$1.00