

AGREEMENT FOR SALE OF REAL ESTATE

44074

K137

THIS AGREEMENT, made this Third day of November, 1984
BETWEEN Realvest Inc. whose address is

(or principal place of business is) 438 Sycamore Road Santa Monica, Cal. 90402
designated as Buyer

AND JACOB D. BREAKIRON AND ALICE D. BREAKIRON whose address is
(or principal place of business is) 36651 Beutke Dr. Newark Cal. 94560

hereafter designated as "Buyer" Seller.

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 4/5, BLOCK 30, NIMROD RIVER PARK 4TH ADDITION,
KLAMATH COUNTY, OREGON.

A. Cash Price		
B. Less: Present Cash Down Payment	\$ <u>250.00</u>	\$ <u>2500.00</u>
C. Deferred Cash Down Payment	\$ _____	
(Due on or before <u>19</u>)		
D. Trade-in	\$ _____	
E. Total Down Payment	\$ <u>250.00</u>	
F. Unpaid Balance of Cash Price - Amount Financed		\$ <u>250.00</u>
G. FINANCE CHARGE (Interest Only)		\$ <u>2250.00</u>
H. ANNUAL PERCENTAGE RATE <u>9</u> %		\$ <u>672.48</u>
I. Deferred Payment Price (A + G)		\$ <u>3172.48</u>
J. Total of Payments (F + G)		\$ <u>2922.48</u>

The "Total of Payments" is payable by Buyer to Seller in approximately 72 monthly installments of 40.59 Dollars (\$ 40.59), each, due on 15, 1985
Forty and 59/100-- day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE applies on all deferred payments from December 15, 1984. 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.

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 agrees to escrow each lot separately if requested by buyer.

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.

Buyer W.V. Trops Realvest Inc.

Seller

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 11th day of November, A.D., 1984 at 10 o'clock AM, and duly recorded in Vol. _____, of _____, on page _____.

Fee: \$1.00

EVELYN ELEN, COUNTY CLERK

by: Tam Smith, Deputy