CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 15th day of Pebruary ,1985 , between Lindell L. Moore 6800 South 6th Street Space # 27, Klamath Falls, Oregon 97601

and Michael Allen Moore and Resa Kay Moore, Husband and Wife, Rt. 1, Box 626

Klamath Falls, Oregon 97601

hereinatter called the buyer, ..., hereinafter called the seller,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath — County, State of Oregon, to-wit:

on the 1300 day of February A.D. 19 232 Tract 33 of INDEPENDENCE TRACTS, Klamath County, Oregon.

Subject to: Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder (Kanana)

Liens and assesments of Klamath Project and Enterprise Trrigation District, and regulations, contracts, easements, and water and irrigation rights in

Regulations, liens, assessments and laws relating to the South Suburban Sanitary District: The Strain and Laws relating to the South Superior of each behavior Le level entre la la comparte de la

for the sum of Fouty Two Thousand Nine Hundred Fifty Nine and 31/100 Dollars (\$42,959.31...) (hereinafter called the purchase price) on account of which -----NONE------NONE-----payable on the 1st day of each month hereafter beginning with the month of March ,195 , March 1, 1985 until paid, interest to be paid monthly and \* { in addition to being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) promotily for buyer's personal, family, household or africultural purposes.

The profession of the sense of the seller that the real property described in this contract is

The profession of the sense of the The buyer shall be entitled to possession of said lands on March 1.

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In good condition and repair and the property of the said lands of the said

be imposed upon sast premises, all promptly before the same or any part increof become past due; that at buyers expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$4.2, 95.9, 21 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and of to promise and pay for such insurance, the seller may do so and any pyment so made shall be added to and become a part of the debt secured by this contract and shall bear relevant at the rate abressid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

Intract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within NAA days from the date hereof, he will furnish unto buyer a title insurance policy in the except the usual printed exceptions and the building and other restrictions and essements new of record, if any. Seller also agrees that its agreement, save its lay poid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in the surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in lee simple argues of a summer of the property of the surrender of this agreement, and the target of the surrender of this agreement, and the surrender of this agreement, and the surrender of this agreement, and the surrender of the surrender of this agreement and the surrender of the surre

AIMPORTANT NOTICE: Delete, by lining out, whichever phrose and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a creditor, as such ward is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Slevens-Ness Fens No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Lindell L. Moore	comply with the Act and Regulation by making required disclausves; for this purpose, a finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.
6800 So. 6th St. Sp. 4-27	STATE OF OREGON,
Klamath Falls, Oregon 97601	Sounty of
Michael A. Moore/Resa K. Moore Rt. 1, Box 626 Klamath Falls, Oregon 97601	certify that the within instru-
After receding return to	SPACE RUSERVED at O'Clock M., and recorded
Grantor	RECORDER'S HER Page
NAME, ADDRESS, 2;P	Record of Deeds of said county
Until a change is requested all fox statements shall be sent to the following add	Witness my hand and seal of county affixed.
Michael A. Moore/Ree- V V	The state of the s
S626 Independence Klamath Falls, Oregon 97601	NAME TITLE TITLE
	By

2352

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 option shall have the following rights: (1) to declare this contract null and void. (3) to declare the whole unpaid principal principal patients that the indexest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in currums and the right to the possession of the premises above described and all other rights acquired by the buyer as against the seller handler shall utterly cease and described without any act of re-entry, or any other act of said seller to be performed and without any right of the possession of said properly as absolutely, fully and priently as if this contract and such payments theretofore made on this contract are to be retained by and belong to said such a spreament shall never been made; and in premises up to the time of such default, and the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter our therefore made any time desired, without any process of law, and take immediate possession thereof, together with all the improvements and apputenances thereon or thereto d aloresaid, without any process of law, and take immediate possession incress, together with all the provision hereof and take immediate possession incress, together with a series that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his secunder to enterce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach such provision, or as a waiver of the provision itself.

\*\* Seller's remedies against Buyer for Buyers failure to make timely installment payments in accordance herewith, which remedies are set forth hereinabove, may not be exercised by Seller, his agents, successors or assigns unless buyer shall be more than 90 days delinquent in making said payments, and then only after 30 days

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.42,959.31. Officewerer the notice consideration equivalent actual consideration paid for this transfer, stated in terms of dollars, is \$.42,959.31. Officewerer the notice consideration consideration a instance of the consideration of include the provideration of the includeration of the includeration of include the provisions hereof apply equally to corporations and to individuals.

This agreement static bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF said narrises have executed this instrument in triplicate: if either of the under-

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.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Lendolp Limo	The state of the s
Lindell L. Moore, Seller	
Michael A Moore	187 285 3
Mchael A Moore Buyer	
Resa K. Moore Buyer	<b></b>

NOTE—The seasonce between the symbols (1), if not applicable, should be deleted. Soc. ORS 93.030). STATE OF OREGON.

County of Klamath February 15 , 1985 ...

Personally appeared the above named Lindell. Moore, Michael A. Moore and Resa

and acknowledged the foregoing instrument to be. Their voluntary act and deed.

Before me:

(OFFICIAL SEAL

Notary Public for Oregon

STATE OF OREGON, County of tebrunes Personally appeared

.....who, being duly sworn, each for simself and not one for the other, did say that the former is the president and that the latter is the

.....Secretary of .....

and that the seal affixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed writiselled in behalf of said corporation by authority of its hoard of directors; and each of them acknowledged said instrument to be its voluntary act and each of Before my

Notary Public for Oregon

My commission over the content of the said of t

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My commission expires:

My commission expires:

3-27-88

ORS 93.535 (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 satted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the conveyof for the liberty be conveyof for the liberty for the liberty for the parties are a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is excluded and the parties.

JRS \$3.999(3) Violation of ORS 93.625 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

\*Payment@terms continued from reverse:

In the event of Seller's death prior to full performance of this Contract by Buyer, interest shall cease to accure on the unpaid balance of the purchase price as set forth herein as of the date of Seller's death, and the full amount of each payment made by Buver in accordance herewith shall be applied to reduce the remaining unpaid balance. Further, as of the date of Seller's death, all installment payments made by Buyer shall be paid directly to the heirs and devisees of Seller or as ordered by the Probate Court, or in accordance with the laws of the

STATE OF OREGON, ) County of Klamath )

Filed for record at request of

on this 15thday of February A.D. 19 85 o'clock P M, and duly recorded in Vol. M85 of Deeds 2351

EVELYN BIEHN, County Clerk

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