

(This contract should be executed in triplicate, acknowledged by seller and recorded in the deed records.)

SM **49935**

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THIS CONTRACT, Made this 5th day of March, 19 74, between
Mitchell Dean Rose, Terrie Rae Rose, William E. Quaresma, and Geraldine E.
Quaresma
 and Emanuel Adolph Vitek and Louise Eleanor Vitek, his wife, hereinafter called the seller,

....., hereinafter called the buyer,
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 de-
scribed lands and premises situated in Klamath County, State of Oregon to-wit:

The North half of the Southeast quarter of the Northwest quarter of Section 17, Township 36 South, Range 13 East, Willamette Meridian. Containing 20 acres, more or less.

for the sum of Seven Thousand Four Hundred Fifty and no/100-----Dollars (\$ 7450.00)
(hereinafter called the purchase price) on account of which Seven Hundred Fifty and no/100-----
Dollars (\$ 750.00) is paid on the execution hereof (the receipt of which
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows.
to-wit:

The balance of \$6700.00 to be payable in monthly installments of \$65.00, or more, including 9% interest per annum. First payment due April 1, 1974. There will be no penalty for pre-payment.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 9 per cent per annum from April 1, 1974 until paid, interest to be paid monthly and * ~~monthly~~ being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

²(A) primarily for buyer's personal, family, household or agricultural purposes,

The buyer shall be entitled to possession of said lands on April 1, 1974 and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep the buildings on said premises, now or hereafter erected, and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said premises, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same become due; that no part thereof become past due; that at buyer's 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 \$ 0 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer. If the buyer shall fail to pay any such liens, costs, water rents, taxes or insurance, or if he shall fail to procure and pay for such insurance, the seller may do so and any payment made by the seller shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right of the seller for buyer's breach of contract.

The seller may, without notice to the buyer, assign this contract to any person or persons, and the assignee shall have the same rights and obligations as the seller hereunder.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and items of record commonly accepted

..... and has placed said deed, together with an executed copy of this contract
~~and the title insurance policy mentioned above,~~ in escrow with 1st Nat'l Bank of Oregon in Klamath Falls,
 escrow agent, with instructions to deliver said deed, ~~upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement.~~ to the order of the buyer, his heirs and assigns,
 upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of
 said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit
 of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid
 by the seller

[illegible]

any such reciting of such provision, or as a waiver of the provisions of any branch of any provision hereof held to be a waiver of the True and actual consideration paid for this transfer, stated in terms of dollars, is \$ 7450.00. However, the actual consideration consists of or includes other property or value given or promised which is not considered (indicate which).^③

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit and if an appeal is taken from any judgment or decree of such trial court, the buyer further agrees to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, the seller or the buyer may be more than one person or persons, and the gender and the number, and the grammatical changes shall be made, assumed and implied to include the plural, the masculine, the feminine and the neuter, and that if the context so requires, the singular pronoun shall be taken to include the plural, the masculine, the feminine and the neuter, and that if the context so requires, grammatical changes shall be made, assumed and implied to include the plural, the masculine, the feminine and the neuter, and that if the context so requires, the agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of New York, New York, this 10th day of May, 1964.

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.

x Laurence Elgar, Secy. & Treas. x Mitchell John, Asst. Secy. & Treas.
x Emanuel Adolph, Vice x Henry Paul, Asst. Secy. & Treas.

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word 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, Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (1), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

