

THIS AGREEMENT, made this 17th day of July, 1985  
 BETWEEN Horace R. Whittle (name), whose address is  
 (or principal place of business is) P.O. Box 6485 Burbank, Cal. 91510

AND Realvest Inc. (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:

Lot 4, Block 53, Klamath Falls Forest Estates First Addition, and Lots 62 and 61, Block 16, Klamath Falls Forest Estates Highway 66, Unit 1, All in Klamath County, Oregon.

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

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 85

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 August 15, 1985, 19 85. Such payments shall be made in lawful money of the United States. Buyer may make prepayments.

Taxes for 1985/1986 and all subsequent taxes are to be paid by Buyer and he shall agree to pay all assessments levied subsequent to date hereof: Buyer to pay prorata share of current years taxes only from date of agreement. Seller and buyer agree at Buyers expense to place Contract and Warranty Deed in Holding Escrow at Klamath County Title Company. Seller agrees at Buyers expense and request to issue note and deed of trust on the above property by separate parcel or all.  
 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 exection 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. Buyer and seller agree that Buyer may go ahead and pay unpaid taxes, if any, and deduct amount paid from the principal balance.

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

W.V. Tropp Realvest Inc.

Horace R. Whittle

**Record and Return to Buyer At Above Address**

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 26th day  
 of July A.D., 19 85 at 11:42 o'clock A M., and duly recorded in Vol. 185  
 of Deeds on Page 11797

FEE \$5.00

By Evelyn Biehn

County Clerk

Kam Smith

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