FORM No. 706. CONTRACT-REAL ESTATE-Monthly Payments	Vol. <u>M& Page 21649</u>
The state of the s	Vol. Mage 19683
THIS CONTRACT, Made this Sheila Simington, Conservator for D.	ARRELL LEE SWAIM
and <u>RICK SMITH</u>	, hereinafter called the seller,
WITNESSETH: That in consideration of seller agrees to sell unto the buyer and the buyer scribed lands and premises situated in Klams	the mutual covenants and agreements herein contained, the agrees to purchase from the seller all of the following de- th County, State of Oregon, to-wit:
	WIDEXED
Portion of Lot 4, Block 6, Altamont Acres	s, Klamath County, Oregon
more commonly known as 3105 Bisbee Str	eet, Klamath Falls, Oregon 97603
together with a certain 1979 Fleetwood d	ouble wide mobile home $24' \ge 40'$,
of Lot 4, Block 6, ALTAMONT ACRES; the Lot 4, 71 feet; thence South 89°40' East the North line of spid Lot 4, thence North	ALTAMONT ACRES, in the County of Klamath, d as follows: Beginning at the Northwest corner hence South 0°20' East along the West line of 146 feet; thence North 0°20' West, 71 feet to 89°40' West 146 feet to the point of beginning, 5-83, EXCEPTING THEREFROM the Westerly purposes.
for the sum of <u>EIGHTEEN THOUSAND FIV</u> (hereinafter called the purchase price), on account Dollars (\$ 1,950.00) is paid on the bound	E HUNDRED and no cents Dollars (\$18,500.00) of which One thousand nine hundred fifty and no cents hereof (the receipt of which is hereby acknowledged by the aid purchase price (to-wit: \$ 16,550.00) to the order Two hundred twenty and no cents
all deferred balances of said purchase price shall i December 15, 1986 until paid, inter the minimum monthly payments above required. To rated between the parties hereto as of the date of t "The buyer warrants to and covenants with the seller that the "A) primarily to buyer's personal, family, household or agre (B) for an organization or (even if buyer is a natural person the is not in default under the terms of this contract. The buyer agree exected in good condition and repart and will not suffer or permit and such the seller hard bayer the seller harmless thereform and reimbu such liens; that he will pay all taxes thereafter levied against said pro- atter taxet many for buyer is an all promptly belore interea and the many and the buyer show of bereafter erected on said alter taxet many and the imposed upon said premises, all promptly belore interea and keep imposed upon said premises, all promptly belore interea and the many and the buildings now or hereafter erected on said the intere interes and save the seller harmless thereafter for the seller intereation and sell buildings now or hereafter erected on said the intere interes and save the seller harmless thereafter for the seller of the seller harme and keep intered and buildings now or hereafter erected on said intereas the interest of buildings now or hereafter erected on said intereas the seller harmed all buildings now or hereafter erected on said	er beginning with the month of <u>December</u> 19.86, paid All of said purchase price may be paid at any time; pear interest at the rate of 10. per cent per annum from est to be paid <u>monthly</u> and <u>being</u> included in axes on said premises for the current tax year shall be pro- his contract. Teal property described in this contract is ultural purposes, or commercial purposes other than agricultural purposes. POSSESSION NOW 19. and may retain such possession so long as that at times here will there the buildings on said premises, now or hereafter as such as at all times there will there here have a said premises the from mechanics perty, as well as all water tents, public charges and municipal liens which here premises against loss of damage by firs (with extended coverage) in an amount of such insurance, the seller may do so and any payment so made shill be able delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller, with loss payable first to the seller and then to the buyer as delivered to the seller as soon as insured. Now it the buyer sould be added are interest at the tate aloresid, without waiver, however, of any right arising to
suring (in an amount equal to said purchase price) marketable title in save and except the usual printed exceptions and the building and oth said purchase price is fully paid and upon request and upon surrende premises in fee simple unto the buyer, his heirs and assigns, tree and ot since said date placed, permitted or arising by, through or under seller liens, water rents and public charges to assumed by the buyer and with	days from the date hereol; he will lutnish unto buyer a title insurance policy in- and to said premises in the seller on or subsequent to the date of this agreement, er restrictions and easements now of record, it any. Seiler also agrees that when of this agreement, he will deliver a good and sufficient deed conveying said ear of, encumbrances as of the date hereof and free and clear of all encumbrances , excepting, however, the said easements and restrictions and the tares, municipal
*IMPORTANT NOTICE:: Delete, by lining:cout, whichever phrase and whichever a creditor, as such word is defined in the Truth-In-Lending Act and Regulation for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contro Stevens-Ness Form No. 1307 or similar.	warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the attents
Darrell Lee Swaim manned to parciase the report of the 6235 Maryland Street Klamath Falls, OR 97603 SELLER'S NAME AND ADDRESS Rick Smith 3105 Bisbee Street Klamath Falls, OR 97603	2, the seller MUST comply with the Act and Regulation by making required disclosures will become a first lien to finance, the purchase of a dwelling in which even use
Alter recording return to the second	space
Unit e change is requisited all lax statements shall be sent to the following address. Rick Smith 3105 Bisbee Street, Klamath Falls, OR 97603 NAME, ADDRESS, ZIP	

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	said' purch all, rights possession — of re-entry	and interest created or the of the premises above det of the premises above det	he following rights: (1) t thereon at once due en existing in favor of scribed and all others	in ten days of the to declare this cor and payable and/c the buyer as again the buyer as again	time essence of this time limited therefo tract null and void r (3) to foreclose ti st the seller hereine	contract, and in r, or fail to keep (2) to declare his contract by su	case the buyer shall any agreement here the whole unpaid pr it in courty and	l fail to m in containe incipal bat
	of such de premises u enter upon thereon or	for the purchase of said fault; all payments thereto p to the time of such der the land aforesaid, witho	property as absolutely, plore, made on this cor fault? And the said set ut any process of lead	i and without any fully and perfecting tract are to be reta- ler, in case of such	e buyer hereunder right of the buyer of as it this contract tined by and belong default	hall revert to and i return, reclama and such paymen to said seller as	ase and determine a revest in said selfe tion or compensation its had never been i	any of most nd the right without a tor money rade: and
	his right h	Interest belonging. (buyer) further agrees tha achiets any such provision achiets any such provision achiets of the such as a such achiets of the such as a such a achiets of the such as a such asuch as a such as a such a	t lailure by the seller ame, nor shall any wa	and take immediat at any time to requ iver by said seller	e possession thereol,	the right immed together with all	liately, or at any to the improvements	nuble rent ime thereal rel appurte
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	NOTE The sentence	20 200 (16 0, 1 between the symbols 0, 1 EGON Klamath 30 opeared the above nam ington, Conserv e.Swaim, and Ric and acknowledged the	f not applicable, should	te deleted. See ORS	93.030).	<u>m K</u>	otila	1. 1975 - 1997 - 19 1975 - 1997 - 19 1975 - 1997 - 19 1975 - 1997 - 1997 - 19
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c	Section 4 of Ch ((1) All instru-	apter 618; Oregon Laws 1 ments contracting to con	975; provides sight of yes, fee, title to any	eviq bricues	n expires: MICCL (MGUTA LINNE (10-MI	<u>min no car</u>	<u>IT2</u>	
) Бо С	C."(2) Violation	a memorandum thereof, of subsection, (1) of this	shall be recorded by t section is a Class B n	he conveyor not in	time more than 12 acknowledgment of ter than 15 days af	months from the deeds, by the ow er the instrumen	date, that the instru- ner of the title bei t, is executed and th	a oloci iment is ex ng'conveye
110	1661 COUNC'	apter 618: Oregon Laws 1 ments contracting to con- iarte bound, shall be ack a, memorandum, thereof, of subsection; (1), of this	(DESC	RIPTION CONTIN	TT DUG UG GGI UED)	115 Dollars	(\$18,200.00 (), 600.2001-0	
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