	-17587-F		STEVENS	Ft# 1 /	
70873 THIS CONTRACT IN	CONTRACT-REAL ES		n man	ESS LAW PUBLISHING	G CO., PORTLAND
THIS CONTRACT, Made this31 ELLA M. ROLFE andJOSEPH F. O'BRIEN and TOTAL	Othday of	Jan	uarv	_Page_	145
and JOSEPH F. O'BRIEN and JANU				······	
and JOSEPH F. O'BRIEN and JANIC	E A. O'BRIEN,	husband	and wife,	, hereinafter	called the
none in consideration					
and premises situated in	agrees to purchase f	rom the	nd agreemen Seller oll f	ts herein con	tained, the
Which contract 19111g in Tract 30		ounty, Sta	te of 0	roon	described ,
of Viamely	UI	HUMEDAT	Ford	-	······ 10
Klamath and Ci Clegon, being a		UI the I	Ji]]	01	
		~	< 1 u - L		
Klamath, State of Oregon, being a Klamath County, recorded in book 309 the said parcel being all that portion lies on the Westerly side of the cent to Wiard Street as this county road h	er line of the	t 38 and	I Tract 39	Of HOMED	ed record
10 I Gure COULEV road h		COLLINE	ation of		will will
DOUTD and once if the U CEUTER Line of				·- u	COLTIN
y Fact of it was for the Man		30.74			
ingineer's center line Station 20	ence North 1º10	I Section	on 11, To	wnship 39	838.4 fee South p-
adjacent to the	5 00, SAVE AND	EXCEPT 1	t a dista	ance of 66	9.76 feet
Engineer's center line Station 28 plus parcel included in a strip of land 40. adjacent to the above described center	line	h, and w	hich is r	on of the	describe
for the sum of FORTY THOUSAND AND NO/1 (hereinafter called the purchase price) on accound Dollars (\$ 7,000.) hereby acknowledged by the soll.	00				
(hereinatter called the purchase price) on accound thereby acknowledged by the seller), and the remainments as follows, to-wit: (1) Monthly particulars each on or before the seller.	int of which SEVEN	1410ETO T	Dolla	rs (\$.40.00	0.00
hereby acknowledged by the seller) and the	00) is paid of	n the eve	ND. AND. NO,	/100	
hereby acknowledged by the seller), and the ren amounts as follows, to-wit: (1) Monthly pa Dllars each on or before the <u>30thay of</u>	nainder to be paid	to the or	der of the .	t (the receip	t of which
		linte	~f 7		and I
(2) The full due and payable in full no later tha wit: on or before the <u>30t</u> play of Apr.	contract halance	mmencir	g Februar	Y'30, 1987	400.00) 7
-wit: on or before the 30t day of the	n fifteen (15)	months	uding int	erest accr	ued there
Sound of Apr	11, 1988.			date of th	is contra
-					
•					
The buyer warrants to and coverage $\frac{1}{2}$					
The buyer warrants to and covenants with the seller that the re *(A) primarily for buyer's personal, family or household purpo (B) for an organization or terrer if buyly is makehold purpo	eal property described in th	is contract is			
The buyer warrants to and covenants with the seller that the re *(A) primarily for buyer's personal, family or household purpo (B) for an organization or teren if buyer is a natural person) I of said purchase price may be paid at any time; all deferred bu the per annum from January (are)	Planet in the second second second	int-purposes-			
it per annum from January be paid at any time; all deterred by	Planet in the second second second	int-purposes-	interest at the	raie of ten (10)
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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall lail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to loreclose this contract by suit in termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall veterly cease and de-seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rend of and the land allocasid, without any process of law, and take immediate possession thereol, together with all the improvements and apputenances thereon or thereol teloning. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision bered shall in row way affect his

ning and could, minut any provision the provision is any time to require performance by the buyer of any provision hereof shall in no way affect his The buyer to enforce 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 ny such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 40,000.00

The lades other property or value given or promised which is all (a) items of dollars, is § $30 + 000 \cdot 00$. [However, the actual consideration consists In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such as the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and if an appeal is taken from any 's attorney's fees on such appeal.

party s attorney s tees on such appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. This 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, personal representatives, successors in interest and assigns as well.

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 WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

ELLA MO ROLFE JOSEPH P. OBRIEN JANICE A. O'BRTEN

) ss.

(SEAL)

NOTE---The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030}.

Notary Public for Oregon

My commission expires: 11/18/87

(If executed by a corporation, affix corporate seal)

(SEAL)

SPATE •••••••

...... 1

(if the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, STATE OF OREGON.) ss. County of Clackanas Ś County of This instrument was acknowledged before me on This instrument was acknowledged before me on January 13, 19 87 by ELIA M. 19 , by ROLFE as ot L. Q lar.

ORS 93.635 (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 executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-ed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parvey ties ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Notary Public for Oregon

My commission expires:

(DESCRIPTION CONTINUED)

STATE OF OREGON) ss: County of Klamath)

This instrument was acknowledged before me on January 29, 1987 by JOSEPH F. O'BRIEN and JANICE A. O'BRIEN.

···· OTARY Notary Public for Oregon My commission expires: 8/16/88 د(Seal) PUBL ς, 25 , est

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for	record at request of					the	29th	day
of	January A.D	D., 19 <u>87</u> at _	1:36	o'clock P	M., and duly	recorded in	Vol. M87	duy
	of	De	eds		Page145		17	······································
	\$9.00			Evely	m Biehn,	Gounty Cler	ĸ / ċ	X
FEE	97.00			Ву		Mm.	Smil	0