

ATC-M 30718

OS

71662

CONTRACT—REAL ESTATE

Vol. 187 Page 2877
January 1987, betweenTHIS CONTRACT, Made this 20 day of
Klamath River Acres of Oregon, Ltd.,and Robert M. Noteboom & Jolene F. Noteboom, husband & 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 described lands
and premises situated in Klamath County, State of Oregon, to-wit:Lot 37, Block 38, 6th Addition to Klamath River Acres of Oregon, Ltd.,
according to the official plat thereof on file in the records of Klamath County,
Oregon.

DESCRIPTION CONTAINED

for the sum of Fifteen Thousand Nine Hundred & No/100 Dollars (\$15,900.00)
(hereinafter called the purchase price) on account of which One Thousand Dollars (\$1,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$14,900.00) to the order of
the seller in monthly payments of not less than One Hundred Sixty & 14/100 Dollars (\$160.14) each, monthly principle and interest or morepayable on the 15th day of each month hereafter beginning with the month of March, 1987,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
ferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from
March 15, 1987 until paid, interest to be paid monthly and * 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) primarily for buyer's personal, family or household purposes.
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.The buyer shall be entitled to possession of said lands on closing, 1987, and may retain such possession so long as
buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected
thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all
other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that
buyer will pay all taxes hereafter levied against said property, 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 or any part thereof become past due; that at buyer's expense, buyer 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 \$ and their respective interests may appear and all
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 all
policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to
procure and pay for such insurance, the seller may do so and any payment so made 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 arising to the seller for buyer's breach of contract.The seller agrees that at seller's expense and within days from the date hereof, seller will furnish unto buyer a title insurance policy insuring
(in an amount equal to said purchase price) marketable title in and to said premises in the seller, on or subsequent to the date of this agreement, save and
except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is
fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the
buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or
arising by, through or under seller, excepting, however, the said easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by
the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.
(Continued on reverse)*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, use Stevens-Ness Form No. 1319 or similar.

Klamath River Acres of Oregon, Ltd.

P.O. Box 52

Keno, OR 97627

SELLER'S NAME AND ADDRESS

Robert M. & Jolene F. Noteboom
883 Osage Street
San Diego, CA 92114

After recording return to:

Klamath River Acres of Oregon, Ltd.

P.O. Box 52

Keno, OR 97627

BUYER'S NAME AND ADDRESS

Robert M. & Jolene F. Noteboom
883 Osage Street
San Diego, CA 92114

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of SS.I certify that the within instru-
ment was received for record on the
day of , 1987,
at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No. ,
Record of Deeds of said county.
Witness my hand and seal of
County affixed.By Deputy

11. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder 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 of any such provision, or as a waiver of the provision itself.

[illegible]

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 sum as the trial court or judge, reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken, the losing party further promises to pay such sum as the court of appeals or the Supreme Court shall determine to be reasonable attorney's fees on such appeal.

This agreement shall bind and inure to the benefit of the parties hereto and their heirs, assigns, personal representatives, successors and assigns. If an appeal is taken from any judgment or order of the trial court, the parties hereto agree that the appellant shall pay such sum as the appellate court shall adjudge reasonable as the prevailing party in such appeal. This agreement shall be deemed to be made by the parties hereto in consideration of the mutual promises and covenants herein contained, and the parties hereto agree that the provisions hereof shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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 duly authorized thereunto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED 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.

NOTE—The sentence between the symbols $\textcircled{1}$, if not applicable, should be deleted. See ORS 93.020.

executed by a corporation; (1) State of New York
(fix corporate seal)

the signer of the above is a corporation,
the form of acknowledgment annexed thereto.

STATE OF OREGON

[illegible]

1. This instrument was acknowledged before me on January 20, 1987, at [redacted] County of [redacted] State of [redacted]. This instrument was acknowledged before me on [redacted] at [redacted] County of [redacted] State of [redacted].

hipsey, a general partner of ... 1987, by William Fredrick Dunaway, LEON USA

Samath Baker, Acres of Oregon, Ltd.

100-33-10948-5022 (DD 992) 100-33-10948-5022

Notary Public for Oregon

My commission expires: 5-21-89

ORS 93.635 All instruments contract

(2) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the person or persons who are bound thereon, or a memorandum thereof, shall be recorded.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by _____.

(DESCRIPTION CONTINUED)

(DESCRIPTION CONTINUED)

OF OREGON: COUNTY OF KLAMATH

NEW COUNTY OF KLAMATH: ss.

or record at request of February

_____ A.D., 19 87 at 3:57 o'clock P M., and duly recorded in Vol. 23rd day

of Deeds on Page 2877 recorded in Vol. 44 M87,
\$8.00

By Evelyn Biehn, County Clerk

John Smith.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves carrying out the actions that have been identified in the plan and monitoring the progress of the plan. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any lessons learned from the process.

Директор Л. Голубовский и полковник Л. Голубовский - старший

Ptarmigan Black VCL62 of Division Mac.

THIS CONTRACT Made this _____ day of _____ 19____

TEES

CONFIDENTIAL - DEPT. RELVIE

CONFIDENTIAL - DEPT. RELVIE - Working drawing

416-44-303

[Illegible text]

