

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 28 day of March, 1987

BETWEEN MURIEL J. FITZER (name), whose address is

or principal place of business is) 35218 Fir Ave Space 35 Yucaipa, Cal. 92399

AND Pacific Service Corporation (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 5, Block 130, Klamath Falls Forest Estates highway 66, Unit 4, Klamath County, Oregon

A. Cash Price		\$ <u>1500.00</u>
B. Less: Present Cash Down Payment	\$ <u>150.00</u>	
C. Deferred Cash Down Payment	\$ _____	
(Due on or before <u>19</u>)		
D. Trade-in	\$ _____	
E. Total Down Payment	\$ <u>150.00</u>	\$ <u>150.00</u>
F. Unpaid Balance of Cash Price - Amount Financed		\$ <u>1350.00</u>
G. FINANCE CHARGE (Interest Only)		\$ <u>202.32</u>
H. ANNUAL PERCENTAGE RATE <u>7</u> %		
I. Deferred Payment Price (F + G)		\$ <u>1702.32</u>
J. Total of Payments (E + I)		\$ <u>1552.32</u>

The "Total of Payments" is payable by Buyer to Seller in approximately 48 monthly installments of Thirty Two and 34/100 Dollars (\$ 32.34), each, due on 15th 87

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 May 15th, 19 87. Such payments shall be made in lawful money of the United States. Buyer may make prepayments.

Taxes for 1987/1988 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 Hillwood Escrow. 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 there 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 therein and all moneys theretofore paid under this contract shall be deemed payments to seller for the execution 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 payment 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 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 same from the principal balance. Buyer may pay any road assessments that are imposed and due and deduct from principal balance.

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

Pacific Service Corporation

Muriel J. Fitzer
MURIEL J. FITZER

2358

RECORD AND RETURN TO BUYER AT ABOVE ADDRESS

GENERAL ACKNOWLEDGMENT

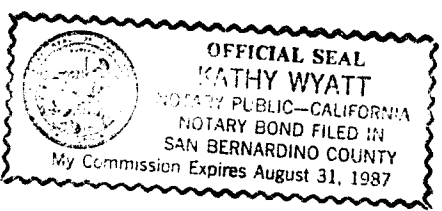
State of CALIFORNIA
County of SAN BERNARDINO } ss.

On this the 3RD day of April, 1987, before me,

KATHY WYATT

the undersigned Notary Public, personally appeared

MURIEL J. FITZER



☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Kathy Wyatt
Notary's Signature

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Service Corporation the 9th day
of April A.D., 1987 at 11:57 o'clock A M., and duly recorded in Vol. M87
of Deeds on Page 5927

FEE \$9.00

Evelyn Biehn, County Clerk
By Ann Smith

COPIES OF RECORD
FOR 2nd BLOCK 120 Klamath Falls Forest Service Highway 20th St. Klamath
FOR THE PURPOSE OF RECORDING THE DEED
HEREIN I HAVE EXAMINED THE ORIGINAL INSTRUMENT AND THE INSTRUMENT
HEREIN IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
IN WITNESS WHEREOF I HAVE HEREON SET MY HAND AND SEAL OF OFFICE
AT Klamath Falls, Oregon, this 24th day of April, 1987.
Evelyn Biehn, County Clerk
By Ann Smith
33523 AGREEMENT FOR SALE OF REAL ESTATE
APR 24 1987

GENERAL ACKNOWLEDGMENT

State of CALIFORNIA } ss.
JOSEPH BERNARDINO }
 On this the 3RD day of April, 1987, before me,
KATHY WYATT
 the undersigned Notary Public, personally appeared
- MURIEL J. FITZER -
 personally known to me
☒ proved to me on the basis of satisfactory evidence
 to be the person whose name(s) IS subscribed to the
 within instrument and acknowledged that - SHE - executed it.
 WITNESS my hand and official seal
Kathy Wyatt
 Notary's Signature

STATE OF OREGON, COUNTY OF KLAMATH ss.

FILED FOR RECORDING
 APR 11 1987

Pacific Service Corporation the 9th day
11:57 o'clock A M., and duly recorded in Vol. M87
Deeds on Page 5927

Evelyn Biehn, County Clerk
 By Sam Smith

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