

80268

THIS AGREEMENT, made this 21 day of September, 1987  
 BETWEEN Cyrill W. Monkman and Mary I. Monkman, whose address is  
 (or principal place of business is) 12525 Niogo Lane San Diego, Cal. 92128  
619 451-2477

AND D.T. Service Inc. and/or Nominee(s), whose address is  
 (name) P.O. Box 6654 Malibu, Cal. 90264  
 (or principal place of business is)

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 44, Block 14, Klamath Falls Forest Estates Highway 66 Unit 1,  
Klamath Falls, Oregon.

A. Cash Price		\$ <u>2000.00</u>
B. Less: Present Cash Down Payment	\$ <u>200.00</u>	
C. Deferred Cash Down Payment	\$ _____	
(Due on or before <u>19</u> )		
D. Trade-in	\$ _____	
E. Total Down Payment	\$ <u>200.00</u>	\$ <u>200.00</u>
F. Unpaid Balance of Cash Price - Amount Financed		\$ <u>1800.00</u>
G. FINANCE CHARGE (Interest Only)		\$ <u>267.36</u>
H. ANNUAL PERCENTAGE RATE <u>7</u> %		
I. Deferred Payment Price (A + G)		\$ <u>2267.36</u>
J. Total of Payment's (F + G)		\$ <u>2067.36</u>

The "Total of Payments" is payable by Buyer to Seller in approximately 48 monthly installments of Forty Three and 07/100 Dollars (\$ 43.07), each, due on 15th 1987 and a like amount due on the 15 day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE applies on all deferred payments from October 15, 1987, 1987. 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 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 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 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. Buyer may pay any road assesments that are unpaid and due and deduct from principal balance.

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

W.V. Tropp D.T. Service Inc.

Cyrill W. Monkman 9-22-87  
Mary I. Monkman 9-22-87

RECORD AND RETURN TO BUYER AT ABOVE ADDRESS  
 STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bill Tropp the 8th day of October A.D., 19 87 at 12:45 o'clock P. M., and duly recorded in Vol. M87 of Deeds on Page 18340.

FEE \$5.00  
 Evelyn Biehn, County Clerk  
 By Phm Smith