

K-1002
CONTRACT—REAL ESTATE

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THIS CONTRACT Made this 19th day of October 1987, between
EARLA M. PATTON and JOAN L. PATTON—who took title as **Joan L. Patton**
and DANA B. GAMBLE AND EVELYN M. GAMBLE, husband and wife
 hereinafter called the seller,
 and **COLIN R. CUNNINGHAM**, 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:

S2 NE4 SE4 NW4, Sec. 16 T 28 R 8 EWM, Klamath County, Oregon

Subject to all encumbrances, restrictions, reservations
 and rights of way of record and those apparent upon the land.

THE BUYER IS ADVISED TO PURCHASE A TITLE INSURANCE POLICY
 FROM THE INSURANCE COMPANY OF YOUR CHOICE.
 THE BUYER IS ADVISED TO PURCHASE A HOMEOWNERS INSURANCE POLICY
 FROM THE INSURANCE COMPANY OF YOUR CHOICE.
 THE BUYER IS ADVISED TO PURCHASE A FIRE INSURANCE POLICY
 FROM THE INSURANCE COMPANY OF YOUR CHOICE.
 THE BUYER IS ADVISED TO PURCHASE A LIFE INSURANCE POLICY
 FROM THE INSURANCE COMPANY OF YOUR CHOICE.

MAILED EX-05-2-1987

FOR VICTOR CORNELL
 MOIRA LINDA CORNELL

NAME: **FIVE THOUSAND AND NO/100-**

Dollars (\$5,000.00)

(hereinafter called the purchase price), on account of which one thousand and no/100 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: \$4,000.00) to the order of the seller in monthly payments of not less than ONE HUNDRED AND NO/100 Dollars (\$100.00) each, (or more, prepayment without penalty).

payable on the 18th day of each month hereafter beginning with the month of November 1987, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from October 18, 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 household or agricultural purposes, or (B) for an organization, or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer will keep possession of said lands on **October 18, 1987**, and may retain such possession so long as he is not in default under the terms of this agreement. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair, and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics' and all other liens and cause the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied and accrued, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises all promptly before they become due; that at buyer's expense, he 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 \$100,000.00 in all 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 taxes, costs, water rents, rates, 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 his expense and within **N/A** days from the date hereof, he 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's 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, he will deliver a good and sufficient deed conveying said premises and the property therein to the buyer, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances since said date, provided, however, that the said easements and restrictions and the taxes, municipal taxes and like public charges assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

NAME: **THE GAMBLES** (Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever phrase, and whichever form, either (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. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

EARLA M. PATTON & JOAN L. PATTON

P.O. BOX 654, Klamath Falls, Oregon 97601

KLAMATH FALLS, OREGON 97601

SELLER'S NAME AND ADDRESS

Dana & Evelyn Gamble

231 Cunningham

Vallejo, CA 94590

BUYER'S NAME AND ADDRESS

After recording return to:

Attn: **KTC Collections**

1000 10th Street, Suite 100, Vallejo, CA 94590

Telephone: (707) 648-1000

Telex: 72-1000

NAME: **Earla M. Patton & Joan L. Patton**

Address: **231 Cunningham**

City: **Vallejo**

State: **CA**

Zip: **94590**

NAME: **Earla M. Patton & Joan L. Patton**

Address: **231 Cunningham**

City: **Vallejo**

State: **CA**

Zip: **94590**

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of , 19 , at o'clock M., and recorded in book on page or as file/reel number .

Record of Deeds of said county.

Witness my hand and seal of County affixed

Recording Officer Deputy

By

