

84140

## AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 22 day of January, 1988 Vol. M88 Page 1748BETWEEN John P. Mochan Sr. and Rosemary Mochan and or Nominees, whose address is  
(or principal place of business is) C/O John Mochan 4513 Santa Anita Dr. Temple City, Cal. 91780  
818-442-8553AND D.T. Service Inc. and/or Nominee(s), whose address is  
(or principal place of business is) P.O. Box 6654 Malibu, Cal. 90264

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 1 and Lot 18, Block 78, Klamath Falls Forest Estates Highway 66 Unit 4,  
Klamath County, Oregon.

|   |                  |                    |
|---|------------------|--------------------|
| A. Cash Price                                     |                  | \$ <u>3000.00</u>  |
| B. Less: Present Cash Down Payment                | \$ <u>300.00</u> | \$ <u>3000.00</u>  |
| C. Deferred Cash Down Payment                     | \$ _____         |                    |
| (Due on or before <u>19</u> )                     |                  |                    |
| D. Trade-in                                       | \$ _____         |                    |
| E. Total Down Payment                             | \$ <u>300.00</u> |                    |
| F. Unpaid Balance of Cash Price - Amount Financed |                  | \$ <u>300.00</u>   |
| G. FINANCE CHARGE (Interest Only)                 |                  | \$ <u>2,700.00</u> |
| H. ANNUAL PERCENTAGE RATE: <u>7</u> %             |                  | \$ <u>404.16</u>   |
| I. Deferred Payment Price (A + G)                 |                  | \$ <u>3404.16</u>  |
| J. Total of Payments (F + G)                      |                  | \$ <u>3104.16</u>  |

The "Total of Payments" is payable by Buyer to Seller in approximately 48 monthly installments of  
Sixty Four and 67/100 Dollars (\$ 64.67), each, due on 15th  
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 February 15, 1988. 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 assessments 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.

William V. Tropp - D.T. Service Inc.

John P. Mochan Sr.  
and Rosemary Mochan

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

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of February A.D., 19 88 at 9:54 o'clock A M., and duly recorded in Vol. M88  
of \_\_\_\_\_ Deeds on Page 1748

FEE \$5.00

Evelyn Biehn, County Clerk  
By Pam Smith