	FORM No. 854-(Truth-In-Lending Series)-CONTRACT-REAL ESTATE-Partial Payments-Deed in Excrew (Individual or Corporate).
	This contract should be executed in triplicate, acknowledged by seller and recorded in the deed records.) Vol. 1988 Page 171.19
	THIS CONTRACT, Made this 22 day of September 1988 between
<u>.</u>	TARA ENTERPRISES
(2	and BOBBY R. FLEMING and BEVERLY A. FLEMING, husband and wife,
	as joint tenants , hereinafter called the buyer,
U.F	seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de- scribed lands and premises situated in Klamath
	Lots 4 and 5, Block 1, Tract 1218, Dodds Hollow Estates, County of
	Klamath, State of Oregon.
	Leichnally appented tha about named
	enworw Klamathy (1997)
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2	for the sum of <u>Sixty Four</u> Thousand and <u>00/100</u> Dollars (\$ <u>64,000,00</u>) (hereinafter called the purchase price) on account of which <u>Four Hundred and <u>00/100</u></u>
~ 1	Dollars (\$400.00) is paid on the execution hereof (the receipt of which
•••••	hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to wit:
3	,
88.	The unpaid balance of \$63,600.00, to be payable in monthly installments of \$400.00, or more, including $7\frac{1}{2}$ interest, per annum. Interest to
	and on the first day of each month thereafter. The entire balance will
	become due and payable on October 1, 1993.
	SEE ATTACHMENT "A" FOR SPECIAL INSTRUCTIONS:
	것 사람이 가슴을 통하는 것 것 않아지 않아요. 것은 가슴가 많은 것이라. 그는 것이 가는 것이 같이 가슴을 가슴다. 유민은 것은 것은 것은 이것은 말 못 없는 것은 것을 가슴가 없는 것이라. 그는 것이 가슴이 있는 것이라. 것이 같이 것이다.
	All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate ol. 71/2 per cent per annum from
	until paid, interest to be paid MONLALY and * 2020 the minimum reg- ular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.
	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, (B) ROAM XXANNONA INXINOVANCOMENT X REPRESSION XXAN ROAM XXANNONA INXINOVANCOMENT X REPRESSION X REPRESSION XXANNONA INXINOVANCOMENT X REPRESSION X REPRESSION XXANNONA INXINOVA
- 	(b) Block Description and REALING ANALY ANALY ANALY AND AND AND ANALY AN
	that he will nave the scher harmons incremon and remourse scher for all costs and attorney's tees incurred by him in delending against any such liens;
	may be imposed upon said premises, all property, as yet as an water rents, public charges and municipal items which nereafter rawfully keep insured all, buildings now, or hereafter crected on said premises against loss or damage by lire (with extended coverage) in an amount not less than \$.0,00
	if the buyer shall fail to pay any such liens, costs, water rents, fares, 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 alorenid, without
	waiver, however, of any right arising to the seller for buyer's breach of contract. The seller has esthibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him. Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) convey- ing the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereol, excepting
سیند در در در ده سر ۲۰۰۰ د	the easements, building and other restrictions now of record, if any, and existing back taxes that are covered
	in Attachment "A" and has placed said deed, together with an executed copy of this contract
	escrow agent, with instructions to deliver said deed, together & HXXAXIX AMAXIX MAXIX AZIXIN A to the order of the buyer this heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promotive at the times provided therefor, to the said escrow agent for the two and benefit
, , , , , , , , , , , , , , , , , , ,	by the Seller
	And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable. (3) to withdraw said deced and other documents toom escrew and for
• • •	ance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or. (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in lavor of the buyer as against the seller hereunder shall utterly cesses and determine and the right to the possession of the premises above described and all other rights are used as the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed
	and without any right of the buyer of return, reclamation or son sentencindu any act of returny, of any other act of said senter to be periodired fully and perfectly as if this contract and such perments had compensation for moneya paid on account of the purchase of said property as absolutely, contract are to be retained by and belong to said seller as the agreed sand assonable re case of such default all payments theretolore made on this said seller, in case of such default, shall have the right immediately, or at assonable re case of such default and belong to said seller of the act of the such default. And the said seller, in case of such default, shall have the right immediately, or at assonable re case of such default and belong to said a seller with all the improvements and the enter upon the land alorsaid, without any process of the buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way allect his right hereunder to enforce the same; nor; shall any waiver by said seller of any breach of any provision hereol baild to be a waiver of the norvision is and avier of the norvision is an avier of the norvision is all seller of any breach of any provision hereol baild is a waiver of the norvision is an avier of the norvision is a saiver of the norvision is and seller of any such and provision hereol baild to be a waiver of the norvision is all any succession of any breach of any succession hereol baild to be a waiver of the norvision is all any succession between the norvision is a saiver of the norvision is all any succession.
	of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any provision hereol be held to be a waiver of
in an	any succeeding breach of any such provision, or as a waiver of the provision itself. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$64,00000. However, the actual consideration consists of or includes other property or value given or promised which is the whole. Consideration (indicate which). In case suit is instituted to foreclose this contract or to enforce any provision first, the whole. The true associated and the state of the state of the whole is an appeal is taken from any judgment or decree of such trial court the huver further approximate on any one way of the second state of the appeal is taken from any judgment or decree of such trial court the huver further approximate on any huve the second state of the second s
	In case suit is instituted to foreclose this contract or to enforce any provision hereol, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed plaintiff in said suit and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall djudge reasonable as plaintiffs attorney's lees on such appeal.
	This agreement shall be made, assumed and implied to make the pivral, the movies may require, not only the immediate parties hereto but their re- spective heirs, executors, administrators, successors in interest and assigns as well.
مند بری ایک مرکز کرد پرو	spective heirs, executors, administrators, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the un-
•	dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto -by its officers duly authorized thereupto by order of its board of directors.
1	Burn Ill I have a second and the second se
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	Boyerty, A. Eleming of which were phone and which were worker to defined in the rentrance between the sym- HMPORTAN NOTICE: Delater by thing off, which were phone and which were here worker (B) is not applicably. The sentence between the sym- H worker (A) is applicable and if the seller is a certain or work of the defined in the truther hereding Act and Bester as a construct select as a cons
	Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, Section 93.030. (Notarial acknowledg- use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to linance the purchase of a ment on reverse). dwelling in which event use Stevens-Ness Form No. 1307 or similar. Oth ALLER COMMENT COMMENT (Not Not Not Not Not Not Not Not Not Not

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TANI HAR PLAN AND THE RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS: 17140 OR TAXES DATE INSURANCE OR TAXES INTEREST INTEREST PRINCIPAL INTEREST PRINCIPAL BALANCE DATE 14 34 3.0 §7-法法律 145 Lodes, 12 12 120 $(\beta)_{3}$ 534.5 3.95 teache 9 43 ಮಕ್ಷ 94.744 A a' 1879. 3 w.ca g mj 84.13 1 1044 1.000 hane 4 1913 31 16 p in c And ક્ર<u>ા</u>ં કેડ્રાનં аť, Sec. Sugar . . 103et Deit 1.0 63 69 fully ų, $\sim 10^{-1}$ 67 14.00 9185 úÃ.D 1.64 sqr: કર્લ્ટ કેં sedini. inel or s. sol 5 1 Seaces ei nei 140 100.3 13/11 for the second 63. s • 1 ้ะอาห 1999 av init. $m^{1}a$ $\langle \gamma \hat{\gamma} \rangle$ - 11 13.85 YP in 1912 6 i danie optic source S 15 ្រាំស្រីល 11002 5 ΰs Ì 24 0.111 40 diana الفرادية. เมริส โมสิง ต 104 3 . . 3 - 10 escie t ર્ગ દે 14: TASS OF et i ka . Wat 146 5 S.K.G 1995 in the second ether Jugids લ્લા હેન્ટ્ર હેલા હેન્ટ્રન્સ સં 112 ะ นุธุญหละ Send areana e 4, 3, 1 1 . . 312.0 Γ., 5.2 231 n in in <u>A</u> 0236 120 unto the i pecs 1.7.9 ai jug a seco 44 s 28-0 ered. areas Sector 4 0970 5. 49 (41043 10.91 442 6 11 ÷. 3960 wh L appract and 3 ine 0.0 i sana k șiste rana. Man hau ःः (। स्र1्र مربع المراجع مربع المراجع 2 elise fi i Sietik i e 011 1911 1911 104339 D arenon 1. 100 A. 110 2310 2 m curitzact, f. na m 15 610 111 19:010 and a straight and the state of the straight straight and the straight stra (2) (4) . Conserved south Conserved for the control of the 1000 1000 rest and an and a second 6 within instru-record on the as, Rec-5 Debuty. Still of 22 9 4 10 10 10 recorded Title. ူးလွှ 68 5 19 seal ,...OR Fleming and A. Fleming S. 6th. Sp. 6 19. ORE. Address Klamath-Falls, Bobby R. Ann Bobby R. Fleming an - Beverly A. Fleming Address6800 S. 6th, Sp. was received for record day of _______ 1 o'cook ______ and r AFTER RECORDING RETURN TO TEVENS-NESS LAW PUB-CO.PORTLAND. and Tára BETWEEN Tára Enterprises P: 0. Box 1917 Klamach Falls, (i) I VI 3 County on page. Block. the OREGON 0.50 certify that said Witness my $T \in \mathbb{C}$ ok octock. ord of Deeds of s. Witness m. County affixed. ere juojes: ିଟ୍ OF STATE OF Dated Lot Addition ATE book. unum telephikakai filing 1 ales et a yes at. in (monthornal r called $\simeq 0$ STATE OF OREGON, County of Klama STATE OF OREGON, County of Klamath Johnsonand Personally appeared ., 190 whe, being duly sworn, μ_{ξ} w that the terms is the Personally appeared the above named other, did say that the Robert C. Johnson tor the president and that the latter is the secretary of TARAEATERYPY of TARAEATERYPY of TARAEATERYPY of and that the seal atlixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in be-halt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed Before me: CANDER Montary Public for Oregon Notary Public for Oreg secretarand acknowledged the foregoing instruand acknowledged the loregoing instru-ment to be interim his under voluntary act and deed. Bolore me: In the product and the pro-sector of the interim the product and the pro-sector of the product of the pro-ter of the product of the pro-ter of the product of the pro-ter of the pro-ter of the pro-ter of the product of the pro-ter of the product of the pro-ter of the p 512 My commission expires: 5/16/ STATE OF ALE OTHER 40 Acp Religious WHT == 28:13 LOUN NO

ATTACHMENT "A"

ITEM 1.

Buyers are aware that there are existing back real estate taxes on both lots they are purchasing for the tax years 1984 to 1987. Seller hereby agrees to instruct Mountain Title Company to send one half of each monthly payment received to the Klamath County Tax Collector with instructions that these funds are applied to the existing back taxes until such time as those taxes are paid in full. One 2 of that payment is to go to Tax Key #697703 for Lot 4 and ½ to go to Tax Key #697712 for Lot 5.

ITEM 2.

The seller named in this Contract hereby grants to the buyers the option to renew this Contract for an additional ten (10) years on October 1, 1993, with the rate of interest being changed to the same rate being charged by the U. S. National Bank of Oregon, for their 15 year real estate loans, not to exceed 122%. The monthly payment to be adjusted at that time to reflect the change in interest on the remaining balance at that Seller shall be responsible to Notify Mountain Title Company

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INITIAL BF. Ref

STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of ______ Mountain

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