Partial Payments—Deed in Escrow.

Page

between

1997

ROBERT C. JOHNSON

dba TARA ENTERPRISES

CONTRACT-REAL ESTATE

....., hereinafter called the seller,

Vol

m88

..., 1988

.........PORNPIT...BENSON

CONTRACT-REAL ESTATE-

93082

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FORM No. 854

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....., 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

Lot 8, Block 1, Tract 1218, Dodds Hollow Estates, in the County of Klamath, State of Oregon.

for the sum of Thirty Three Thousand Three Hundred Three 00/1001ars (\$33,303.00) (hereinafter called the purchase price) on account of which ... Two... Hundred. Fifty. and 00/100 acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit:

The balance of \$33,078.00 to be payable in monthly installments of \$225.00, or more, including 8% interest per annum. Interest to begin October 15, 1988. First payment due November 15, 1988. This Contract is all due and payable on October 15, 1993.

See Attachment "A" for special instructions.

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..... per cent per annum from

until paid, interest to be paid ______ monthly_____ and * { being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of

The buyer shall be entitled to possession of said lands on CCLODEE, 15, 188, and may retain such possession so long as upper shall be entitled to possession of said lands on CLODEE, 15, 188, and may retain such possession so long as upper size the buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected hereon, in good condition and repair and will not sulter permisus eiter for all costs are the selfer harmless threeform and reimburse eiter for all costs and that so the submit of the selfer harmless thereform and reimburse eiter for all costs and the selfer harmless thereform and reimburse eiter for all costs and the public charges and multiple shows which hereafter deviable there imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all

ranyeersance scames and approximation during a more series of the series and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, the series of the s building and other restrictions now of record, if any, and items of record commonly accepted and real estate

taxes that buyer agrees to pay and has placed said leed, together with an executed copy of this contract and x north x in excess x of x x in North X may, in escrow with Mountain Title Company in Klamath Falls, Oregon, escrow agent, with instructions to deliver said decit X mark a thir x in X mark a track to the order of the buyer, buyer's 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 thereol, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow terms of the said escrow agent of the the said purchase price and the terms of the said escrow agent.

of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the (Continued on Reverse)

* IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if 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 purpase, use Stevens-Ness Form No. 1319, or equivalent.

Tara Enterprises	STATE OF OREGON,
P. O. Box 1917	se s
Klamath Falls, OR. 97601	County of
SELLER'S NAME AND ADDRESS	I certify that the within instru-
Pornpit Benson	ment was received for record on the
c/o_Jim_Tatum	day of
P. 0. Box 2010, Sparks, NV. 8943	2 at
BUYER'S NAME AND ADDRESS	space reserved in book/reel/volume No
After recording return to: on the contract of a gray had the gat up on the first of each operation of the second operation o	FOR page or as tee/file/instru-
MIND - SOMIL	RECORDER'S USE ment/microfilm/reception No,
MMK-H-DO-H-JMM	Record of Deeds of said county.
NAME, ADDRESS, ZIP	Witness my hand and seal of
	County affixed.
Until a change is requested all tax statements shall be sent to the following address.	we write appropriate of the constraint of the state of the set of
P. O. Box 2010	nge gestalles of seesystem and seesing the second
Sparks, Nevada 89432	A there executively a top of the contract of t
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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 seller a point shall have the following rights: (1) To declare this contract cancelled for delault and null and void, and to declare the purchaser's rights forleited and the debt extinguished, and to retain (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; (3) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; (4) To declare the whole unpaid principal balance 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 nequity. In any of such cases, all rights and interest created or then existing in lavor of the buyer hereunder shall rever to and revest in said seller without any act of to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, tully and pertectly as it this contract and such payments had never been made; and in case of suid declare do built, which are to said seller, in case of such default and hall have the right immediately, or at any time therealter, to enter upot he land alloces at the solut at whall have the right immediately, or at any provision hereol shall in no way affect seller's apposes to law, and take immediate possession thereol, together with all the right immediately, or at any provision hereol shall in no way affect seller's any such provision, or as a waiver of the provision litell.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.3.3., 3.0.3.s.0.0. However, the actual consideration consists of or includes other property or value given or promised which is the whole of or includes other property or value given or promised which is the whole of a case suit or action is instituted to foreclose this contract whether any provision hereol, the foind party in said suit or action and if an appeal is taken from any in case suit or action is instituted to foreclose this contract of be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party is attorney's less on such appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular promoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to singular provisions hereof apply equally to corporations and to individuals. This agreement shall bind and incur to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in duralization is different to a the appellance of the successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers

Pornpet Benson

Chuser duly authorized thereunto by order of its board of directors. Koleet C Tara Enterprises, by; Robert C. Johnson

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPERIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

* BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy. NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030. .030.

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NOTE—The sentence between the symbols (), if not opposite the sentence between the symbols (), if not opposite the sentence of		
(if executed by a corporation, affix corporate seal)	가지 있는 것으로 가지 있는 것으로 가지 않는 것이다. 같은 사람은 전 전화가 전 전화가 관계 전환 전 관계 같은 것이다. 같은 사람은 전 전화가 전 전화관 관계 전환	
lif the signer of the above is a corporation	STATE OF OREGON,) 55.
Use the form of acknowledgment opposition of STATE OF OREGON, ss. County of Klamath	County of This instrument was acknowledged before me o) n,
	40 hu	
This instrument was acknowledge On TOBER 25 ,1988, by Robert C. Johnson	as	
	of	······
Jamela Menea Notary Public for Orego	n Notary Public for Oregon	(SEAL)
1 1 S 1- 0 11 40	My commission expires:	

(SEAL) My commission expires: **F-16-92** My commission expires: My commissin

(DESCRIPTION CONTINUED)

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ATTACIMENT "A"

The Seller named in this Contract hereby grants to the Buyer, the option to renew said Contract for an additional ten (10) years on October 15, 1993, with the rate of interest being adjusted to that rate being charged by the U. S. National Bank of Oregon for the real estate loans at that time. The monthly payment to be adjusted to compensate for any additional increase in interest. The Contract would then be all due and payable on October 15, 2003.

Seller is responsible to inform Mountain Title Company of any changes.

INITIAL P.B.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed	for record at rec	uest of	Mountain Ti		the	25th	dav
of	Oct.	A.D., 19	88 at 12:32	o'clock P_M.	and duly recorded i	n Vol. M88	
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