

95281

CONTRACT—REAL ESTATE

THIS CONTRACT, Made this 14 day of December, 1988, between
Raymond E. Estes & Donna M. Estes, hereinafter called the seller,
 and Ronald Rush & Diane Rush, 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:

that portion of lots 7 and 8, Block 6 of altamont
acres, lying South and West of the U.S.R.S.
Lateral A-3-C.

for the sum of Thirty thousand and 00/100 Dollars (\$30,000.00),
 (hereinafter called the purchase price) on account of which four hundred and fifty
Dollars (\$450.00) is paid on the execution hereof (the receipt of which is
 hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
 amounts as follows, to-wit:

3rd of each month by automatic transfer. Buyer is to refinance
this contract by June 30th 1989, and if the agent arrange
settlement is paid before June 30th to the buyers, from the U.S.
government ten thousand dollars will be paid against the balance of
this contract.

Interest on the purchase price shall bear interest at the rate of 10% per cent per
 annum from Dec 1 1989 until paid; interest to be paid in addition to the minimum regular payments
 being included in the minimum regular payments.

The buyer shall be entitled to possession of said lands on December 1, 1989, or sooner.

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 The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected
 thereon, in good condition and repair, and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all
 other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that
 buyer will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be
 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
 buildings, now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$30,000.00
 in a 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 liens, costs, water rents, taxes 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 all
 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 seller's expense and within 30 days from the date hereof, seller 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, on or subsequent to the date of this agreement, save and
 except the usual printed exceptions and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the
 fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the
 buyer, buyer's heirs and assigns, free and clear of all encumbrances as of the date hereof, and free and clear of all encumbrances since said date placed, permitted or
 arising by, through or under seller, excepting, however, the said easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed or
 the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns. (Continued on reverse)

IN WITNESS WHEREOF, the seller, by signing and sealing hereof, the seller hereby certifies that the seller is a
 * IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a
 proprietor, 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. 1319 or similar, not attached, and to be attached to this contract.

Raymond & Donna Estes
18418 NW 49th Ave
Ridgefield WA 98642
 SELLER'S NAME AND ADDRESS
Ronald & Diane Rush
3317 Astor Street
Klamath Falls OR 97601
 BUYER'S NAME AND ADDRESS

After recording return to: a copy of the recording receipt
Raymond E. Estes & Donna M. Estes
18418 NW 49th Ave
Ridgefield WA 98642
 Until a change is requested all tax statements shall be sent to the following address:
18418 NW 49th Ave
Ridgefield WA 98642
1st Federal Reserve
 NAME, ADDRESS, ZIP

STATE OF OREGON
 County of Wash
 I certify that the within instru-
 ment was received for record on the
 day of Dec, 1988,
 at 10 o'clock AM, and recorded
 in book/reel/volume No. 10 on
 page 1 or as fee/file/instru-
 ment/microfilm/reception No. 10
 Record of Deeds of said county.
 Witness my hand and seal of
 County attixed.
 NAME _____
 Deputy

88 DEC 27 AM 11 06

