2205 CONTRACT-	ILEAL ESTATE Vol. <u>m89</u> Page 11969
THIS CONTRACT. Made this	of, 1989, between
KLAMATH RIVER ACRES OF OREGON,	of, hereinafter called the seller
RONALD L. MONTGOMERY AND MARY LC	MONTGOMERY, Husband & Wife hereinafter called the buye
That in consideration of the mu	tual covenants and agreements herein contained, the sent
grees to sell unto the buyer and the buyer agrees to pu	tual covenants and agreements herein contained land rchase from the seller all of the following described land County, State of <u>OREGON</u> , to-wi
nd premises situated in	ver Acres, according to the official plat
ot 5, Block 25, 4th Addition to Klamath K hereof on file in the records of Klamath C	ounty, Oregon.
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 monthly payments above required. 7 axes on said preparties hereto as of the date of this contract. The buyer warrants to and covenants with the wiler that the real read primurity for buyer's personal, tamily or hursehold purposes. (A) primurily for buyer's personal, tamily or hursehold purposes. (B) for an organization or (even it buyer is a natural person) is an organization or (even it buyer) is a natural person) is the source of this contract. The buyer shall be entitled to possession of said fands on the personal that and the suffer of permit any to there of this contract. The buyer agrees the source of an organization or (even the suffer of permit any to here the terms of the source), as well a buyer and save the seller her levied against said property, as well a buyer and save the seller levied against ead property, as well as inposed upon saic premises, all promptly before the sume or any part if in a company or the be allorer and to the seller is yon as insured. No proceed and any company shall bear interest at soller's expense and within the source of any approximate and prime action of the soller of the soller restriction for an amount equal to said purchase price) markerable title in and to the the soller in the soller restriction the buyer and the rand asings, free and clear (ensumbrarces as of the buyer and ther and asings, free and clear (ensumbrarces as of the buyer and ther and asings, free and clear (ensumbrarces as of the buyer and there are an or the seller.) (C) "IMPORTANT NOTICE: Daleis, by lining out, wildewer phrase and whithe reading and there are an explanated estimation probes, use Stewardshiller and assigns. free and lear (ensumbrarces as of the soller, excepting, however, the asid essement purpose, use Stewardshiller and assigns. free and clear (ensumbrarces as of the buyer and the seller and was and ensumbrarces as of the buyer and the seller and assigns. free applied to an exception and the assid essement prime and es	In ises for the current tax year shall be prorated between surperty described in this contract is far business or commercial purposes. UIIE -27, 1989 19 19 and may refain such possession so that at all times bayer will keep the premises and the buildings, now or hereafter is or string attorney's lees incurred by seller in detending against any such hi all costs and therity that buyer will keep said premises the from construction wester or string attorney's lees incurred by seller in detending against any such hi all costs and therity that buyers are prese, buyer will insure and keep in it of the seller and then to the buyer as their respective interests may appead to the seller and then to the buyer as their expective interests may appead to the seller and then to the buyer as their expective interests may appead to the seller and then to the buyer as their expective interests may appead to the seller and then to the buyer as their expective interests may appead to the seller and then to the buyer as their expective interests may appead to the seller on the date hereol, seller will furnish unto buyer a title insurance polic. Agas from the date hereol, seller will furnish unto buyer a title insurance polic. Agas from the date mered, seller of all encumbrances sind atter placed, per trand easements now of record all encumbrances and public charges so as a transitions and the tackets, municipal liens, water rents and public charges so as a transition MUST comply with the Act and Regulation by making required disclosured transformers (B) is not applicable. If warranty (A) is applicable and if the at a morenty (A) or (B) is not applicable. If warranty (A) is applicable and if the at a different was received for record to aday defined and sufficient deed applicable on the date of the date of the seller MUST comply with the Act and Regulation by making required disclosured in book/reel/volume No. Record of Deeds of said county. Witness my hand and County affixed.

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Example 1

Server 1

Ard it is understood and agreed between and privies that time is of the usence of this contract, and in case the buyer shall lait to make the payments above required, or any of them; punctually within 20 dnys of the time limited therefor, or sail to keep any agreement herein contained, then the seller at seller's above required, or any of them; punctually within 20 dnys of the time limited therefor, or sail to keep any agreement herein contained, then the seller at seller's option shull have the following rights: (1) To declare this contract cancelled for delault and rull and void, and to declare the purchase's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer.⁹ (2) To declare this whole ungaid principal balars of tuid purchase price with the interest thereon at once due and payable; and/or (3) To declare this whole ungaid principal balars of tuid purchase price with the interest thereon at once due and payable; and/or (3) To declare this whole ungaid principal balars of tuid purchase price with the buyer as against the seller hereunder shall utterly cease and the right (4) To declare this whole the prevent and without any right of the buyer of return, reclemation or compensation for moneys paid on account of to the possession of the premises above described and all other rights acquired by the buyer of return, reclemation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and prefectly as if this contract is at the agreed and reasonable rent of said prometes up to the time of both of both and the least of said prometes up to the diverse or any time thereafter, there agrees on the indicated by the binger to any time thereafter, there is a such default any ments therefolore maid seller, in case of such delault, shill have the right with all the improvements and eppurtenances thereon or thereto belonging. The buyer lumber agrees that taitare by the selly at try time to require performance by the buyer of any provis

process of law, and take immediate possession thereol, it geth w with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the sellst at any time to require performance by the buyer of any provision hereof shell in no way allect seller's right hermuder to enforce the same, nor shall any waiver by thid seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any useh provision, or as a waiver of the provision itsell. and the second second

attorney's fees on such appeal. In construing this contract, it is understood that the retter or the buyer may be more than one person or a corporation; that if the context so requires, the In construing this contract, it is understood that the retter or the buyer may be more than one person or a corporation; that if the context so requires, the industry of this contract, it is understood that the retter or the buyer may be more than one person or a corporation; that if the context so requires, the industry of this contract, it is understood that the retter or the buyer may be more than one person or a corporation; that if the context so requires, the industry of the personal recomposition is and industry of the person of the context so requires, the test of the personal return of the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, This agreement shall bind and induce 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 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

duly authorized thereunto by order of its board of directors.

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 HEE TITLE TO THE THIS INSTRUMENT. THE PERSON ACQUIRING HEE TITLE TO THE	Ronald L. Montgomery fored 1 mongos Mary Lou Montgomery Hengion Montgomers
PROPERTY SHOULD CHECK MENT TO VERIFY APPROVED USES.	19 March 1997 March 1997 And Anna Anna Anna Anna Anna Anna Anna
• LUYER: Comply with CES 93.905 at seq prior to exercising this remedy. NOTE—The sentence between the symbols (). If not applicable, thould be deleted. So C	1069 785 93 0300
(If executed by a corporation, offic corporate scal) offic corporate scal) the scale of the above is a corporation,	n (n. 1993) 1996 - Maria Maria, and Angelan (n. 1994) 1997 - Angelan Maria, and Angelan (n. 1994)
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(SE, IL) F May commission expires: 5/21/93 My co	y Public for Oregon (SEAL) commission expires:

is executed and the parties are bound, shall be act towing the recorded by the conveyor not later than 15 days veyod. Such instruments, or a memorandum thereof, simil be recorded by the conveyor not later than 15 days ties are bound thereiv. ORS 93.990(3) Violation of ORS 93.635 is pinishuble, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMLATH: ŚS.

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