THIS CONTRACT, Made this 30th day of June John M. Schoonover day of June and John E. MacDonald and Esther Corrine MacDo	COPYRIGHT 1988 STEVENS. NESS LAW PUB. CO., PORTLAND, OF
and John E. MacDonald and Esther Corrine MacDonald	Vol. <u>1181</u> Page 12439
The second secon	, hereinafter called the
agrees to soll and in in consideration of the mutual	hereinafter colled at
agrees to sell unto the buyer and the buyer agrees to purchase from the and premises situated in	e seller all of the following described la State of Oregon
Lot #1./ Tract 1214. Deschutes Land Call	, j, to-1
is reservations, restrictions and	, Unit #2.
Subject to utility easements.	asements of record.
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1999년 - 1889년 1999년 - 1999년 1997년 - 1999년 - 1999년 1997년 - 1997년 - 1997년 - 1997년 - 1997년 - 1997년 - 1997년 - 1997년 1997년 - 1997년 -	第二人 しょうしょう ひょうしょう ひょうしょう ひょうしょう ひょうしょう しょうしょう しょうしょう しょうしょう しょうしょう しょうしょう しょうしょう ひょうしょう ひょう ひょうしょう ひょうしょう ひょうしょう ひょうしょう ひょうしょう ひょうしょう ひょう ひょう ひょう ひょう ひょう ひょうしょう ひょう ひょう ひょう ひょう ひょう ひょう ひょう ひょう ひょう ひ
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for the sum ofTen. thousandfivehundred	and
payable on the30±hday of each month hereafter beginning with the mon and continuing until said purchase price is fully paid. All of said purchase ferred balances of said purchase price shall bear interest at the rate of072. June30, 1989until paid, interest to be paid	
monthly payments above required. Taxes on said premises for the current to parties hereto as of the date of this contract.	being included in the minimum ax year shall/be prorated between the
(B) Present of Duyer's personal institute that the real property t	
(D) CUBIC COMPOSING 1 Fails and failing or household purposes biperty described in this contract The buyer shall be entitled to possession of said lands on hereon, in declaut under the barrs of this contract. This buyer agrees that at all times buyer will be the hereon, in declaut under the barrs of this contract. This buyer agrees that at all times buyer will be the hereon, in declaut under the barrs of this contract. This buyer agrees that at all times buyer will be the hereon, in declaut under the barrs of this contract. This buyer agrees that at all times buyer will be the hereon, in declaut under the barr is thereform and reimbures safer for all costs and attorney's less incur- mposed upon said premises, all promptly before the same or any part thereof become past due; that at buy is a company or companies satisfactory. to the seller, with loss or damage by lire (with extended coverage) licites of insurance to be delivered to the seller as some as any satel there is the seller and then to the all bars in pay for such insurance, the with extended rates as insured. Now it the seller and then to the ball bars in the seller and pay loss to the seller and then to the ball bars to the seller as a some the seller and and then to the ball bars to the seller and pay loss such insurance to be delivered to the seller as a some as any pay be limit to the seller as the pay of such insurance to be delivered to the seller as a some to be delivered to the seller as a some to be delivered to the seller as a some to be delivered to the seller as a some to be delivered to the seller as a some to be the seller bars as a some to be the seller as the seller bars as a bars of the seller bars as a some to be barsed then to the ball barse to barsed the pay for such insurance the with the seller barsed to barsed then to the ball barse to barsed the barsed to the baller barsed to the ball barse to the baller	18 , 19 , premises and the built in such possession so long as
mp36d upon said premises, all promptly before the same or any part thereof become past due; that buyer w uildings now or hereafter erected on suid premises advantations.	ill keep said premises liee from construction and all ed by seller in detending against any such liens; that and municipal liens which hereafter low fully seller.
uldings now or hereafter erected on suid premises all property, as well as tooss and attorney's lees incurn uidings now or hereafter erected on suid premises against loss or damage by lire (with extended coverage) a a company or companies satisfastory. to the seller, with loss payable lirst to the seller and then to the policies of insurance to be delivered to the seller as non as insured. Now it the buyer shall tail to pay any course and pay for such insurance, the seller may do so and any payment so made shall be added to and be tall bear interest at the rate afores sid, without waiver, however, of any right arising to the seller for buyers on a mount equal to said purchase price) marketable tille in and to said premises in the seller or buyers is pay the usual printed exceptions and these in marketable tille in and to said premises in the seller will be price at up on the seller of the seller with any to be seller prices and upon regions.	in an amount not less than \$ uyer as their respective interests may appear and all such their respective interests may appear and all
The seller agrees that at seller's expense and within	some a part of the debt secured by this contract and breach of contract.
The seller agrees that at seller's et a pense and within may do so and any payment to made shall be added to and be The seller agrees that at seller's et pense and within any non-ever, of any right arising to the seller lor buyer's the seller agrees that at seller's et pense and within any right arising to the seller of buyer's cept the usual printed exceptions and the seller of this agreement, seller will deliver a good and sufficient by er, buyer's heirs and assigns, the and to ever seller will deliver a good and sufficient a buyer and turther excepting all lisms and encumbrances as of the date hereol, and sufficient buyer and turther excepting all lisms and encumbrances are the buyer or buyer's assigns. (Continued on reverse)	bequent to the date of this agreement, save and . Seller also agrees that when said purchase price is leed conveying said premises in fee simple unto the l encumbrances since said derivers.
MPORTANT NOTICE: Delete, by lining on, whichever phrase and whichever varianty (A) or (B) is not applicable dest, use Steven-Neus Form No. 1319 or thilder. Dhp. M. Schoonover 740 Cannon St	liens, water rents and public charges so assumed by
Dhn. M. Schoonover 40 Cannon St	. If warranty (A) is applicable and if the seller is a nd Regulation by making required disclosures; for this
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31 And it is understood and egreed between us d parties that time is of the essence of this contract, and in case the buyer thell fail to make the payments above required, or say of them, punctually within 10 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights: (1) To declare the whole unpaid prix hal balance of said purchase price with the interest thereon at once due and payable; and/or (3) To declare the whole unpaid prix had balance of said purchase price with the interest thereon at once due and payable; and/or (3) To foreclose this contract, by suit in terms created or then existing in layor of the buyer as against the seller hereunder shall utterly cease and the right n brit

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(3) To foreclose this contract by suit is equity. In any of such cases, all rights and interest created or then existing in layor of the buyer as against the seller hereunder shall utterly cease and the right the possession of the premises above described and other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of mitry, or any other act of said seller to be beformed and without any right of the buyer of return, reclamation or compensation for momeys paid on account of purchase of said property as absolutely, if by and perfectly as it this contract and such psyments had never been made; and in case of such default all pay-nts theretofore made on this contract are to be retained by and belon to said seller as the agreed and reasonable rent of said propestion, of such default all pay-nts theretofore indee on this contract are to be retained by and belon to said seller as the agreed and reasonable rent of said propestion, in the land atories, without any cess of law, and take immediate possession thersol, together with all the improvements and appurtenances thereon or thereto belonging. re-e the men dela

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller a there are to enforce the same nor shall entry saiver by said seller of any provision hereof be held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision fiself. right h Carasteante

The true and actual consideration paid for this transler, stated in terms of dollars, is \$10, 500, 00. However, the actual consideration consists of or includes other property or value given or promised which is **MX MONE** In case suit or action is instituted to foreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed the provailing party in said suit or action and it an appeal is taken from any attorney's lees on such appeal.

attorney's lees 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 pronoun 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 make the provisions hereot apply equally to corporations and to individuals. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, nuccessors in interest, and assigns as well. IN WITNESS WHEREOF, shald parties have executed this instrument in duplicate; if either of the under-

signed 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 clirectors.

r hoonover Kellerif THIS INSTRUIAENT 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 APPROPRIATE CITY OF COUNTY PLAINING DEPARTMENT TO VE THEY APPROVED USES. R on buyer Mar No ..Va 1 hi ors • BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy. NOTE—The sentence between the symbols Or if not applicable, should be do'e ed. See ORS 93.030. Same . an an an a (If executed by a corporation, affix corporate stat) 15.55 1. 1940 123.44 (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, 1.1.9 and the same set)) ss.) 3515 STATE OF OREGON. County of Klamath County of This instrument was acknowledged before me on This instrument was acknowledged before me on 23 M. Schoonover June 'nò 1 nu دغان الأغرف John H. 85 99.crj2 A Lamiter (R.). ot. 3 PRia le \mathcal{A} 0 70 - 71 Notary Public for Oregon Notary Public for Oregon SEAL) My compussion expires: (SEAL) My commission expires: 1-15-90

"ORS 93.685 (1)." All' instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument cuted and the parties are bound, shall be acimowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-Sach instruments, or a memorandam thereof, shall be records, by the conveyor not later than 13 days after the instrument is executed and the par-Such instruments, or a memorandum there f, shall be recorded by the conveyor not inter than 15 days re bound thereby. ORS 93.290(3) Violation of ORS 93.63(; is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed fo	r record at requ	est of	Aspen Title Co.	the	7th	dav
of	July	A.D., 19 of	89 at <u>10:48</u> o'clock <u>A</u> M., and <u>Deeds</u> on Page <u>1</u>	duly recorde 2439	d in Vol. <u>M8</u>	
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