

MTC-21603D

Vol. m89 Page 13048

2702

CONTRACT—REAL ESTATE

THIS CONTRACT, Made the 14th day of July, 1989, between
David W. Detroit and Talena Detroit husband & wife

of the County of Klamath and State of Oregon hereinafter called the
 seller, and Dennis L. Fiegi and Betty J. Fiegi husband & wife

of Klamath and State of Oregon hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as
 hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real
 estate, situate in the County of Klamath State of Oregon, to-wit:

Lot 50, Casitas according to the official plat thereof on file
in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3909 01000 03200

Together with a 1975 14x70 Flamingo Mobile home Located
thereon.

for the sum of Twenty One Thousand Nine Hundred Dollars (\$21,900.00)

on account of which One 1977 Road Ranger 5 wheel R.V. Dollars (\$5,000.00)

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 with interest at the rate of 12.250 per cent per annum from July 1

1989, on the dates and in amounts as follows: Payable in installments of not less

than \$291.00 per month the first installment to be paid on July 1, 1989

and a further installment on the 1st day of every month thereafter

until the principal balance of this contract of sale has satisfied

the principal balance of contract of sale between First Federal

Savings and Loan and David W. Detroit and Talena Detroit, Sellers,

Upon which Seller to give buyer a satisfaction of Contract.

Buyer is aware of clause in First Federal contract, upon

clause being effected, Buyer will secure financing to satisfy

First Federal contract with seller.

JULY 18 1989

COUNTY OF Klamath

CLERK OF COUNTY

NOTE—The signature between two slanted lines is a duplicate printed signature and does not constitute a signature.

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) for an organization (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer, in consideration of the premises,
 hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly
 and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the seller
 against loss or damage by fire (with extended coverage) in an amount not less than \$10,000 in a company or companies satisfactory to seller,
 and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will deliver all policies of insurance on said
 premises to the seller as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above
 described premises.

(Continued on reverse)

IMPORTANT NOTICE: Delete "or" whichever phrase and "whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the 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 purpose, use Stevens-Ness Form No. 1308 or similar, unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness
 Form No. 1307 or similar, and a disclosure notice on each subject.

Detroit
5634 Mason Rd
Klamath Falls, Or 97604
 SELLER'S NAME AND ADDRESS

Fiegi
3734 Orindale Rd
Klamath Falls, Or 97604
 BUYER'S NAME AND ADDRESS

After recording return for
200 MTC
222 South Sixth
Klamath Falls, Or 97604

Until a change is requested all tax statements shall be sent to the following address:
No Change

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

I certify that the within instru-
 ment was received for record on the
 day of _____, 19____,

at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on

page _____ or as document/fee/file/
 instrument/microfilm No. _____

Recorder's Use
 Record of Deeds of said county:

Witness my hand and seal of
 County affixed

NAME _____ TITLE _____

By _____ Deputy

33040

And in case suit or action is instituted to foreclose this contract or to enforce any provision thereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as the attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party in said suit or action further promises to pay such sum as the appellate court shall adjudge to pay to the prevailing party as the attorney's fees on such appeal.

This agreement shall bind and inure to the benefit of, as the requestor's

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.

James W. Detroit
Jalena S. Detroit
Denna L. Fuge
Betty J. Acie

NOTE - The sentence between the symbols () is not a complete sentence.

STATE OF OREGON,)
County of Klamath) ss.
July 18, 1989 19
Personally appeared _____

Personally appeared the above named _____, who, being duly sworn,
David W. Detroit, Jalena Detroit, M. Zeller, each for himself and not one for the other, did say that the former is the
Dennis L. Fiegl, and Betty J. Fiegl president and that the latter is the
 _____ secretary of _____

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf 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, _____

Notary Public for Oregon
My Commission Expires 6/16/92

Notary Public for Oregon
My Commission Expires:

(OFFICIAL SEAL)

ORS 93.635 (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 is executed and the parties are bound, shall be acknowledged, in the manner provided, for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.690 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

on the first day in January as to (DESCRIPTION CONTINUED) N 29° 11' 00" E at 1122
to the center of the tower with interval at the rate of 13.520 feet each foot within from top of
the excavation project (The receipt at which is placed acknowledged by the person) and the instrument to be
on account of which One 1855 Round Counter 2-impresion
of the error of Instrument One Lysbergg Hine Hingleg
Dollars (\$ 2,000.00)
Twenty (\$ 2,000.00)

STATE OF OREGON: COUNTY OF KLAMATH: SS. _____

Filed for record at request of Mountain Title Co.
of July A.D. 19 89 at 9:29 o'clock AM. and duly recorded in Vol. M89
of Deeds on Page 13048

FEE \$13.00

1. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 2. DATE 11/11/01 BY 60322 UCBAW
 3. REASON: 25X(1) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) (211) (212) (213) (214) (215) (216) (217) (218) (219) (220) (221) (222) (223) (224) (225) (226) (227) (228) (229) (230) (231) (232) (233) (234) (235) (236) (237) (238) (239) (240) (241) (242) (243) (244) (245) (246) (247) (248) (249) (250) (251) (252) (253) (254) (255) (256) (257) (258) (259) (260) (261) (262) (263) (264) (265) (266) (267) (268) (269) (270) (271) (272) (273) (274) (275) (276) (277) (278) (279) (280) (281) (282) (283) (284) (285) (286) (287) (288) (289) (290) (291) (292) (293) (294) (295) (296) (297) (298) (299) (300) (301) (302) (303) (304) (305) (306) (307) (308) (309) (310) (311) (312) (313) (314) (315) (316) (317) (318) (319) (320) (321) (322) (323) (324) (325) (326) (327) (328) (329) (330) (331) (332) (333) (334) (335) (336) (337) (338) (339) (340) (341) (342) (343) (344) (345) (346) (347) (348) (349) (350) (351) (352) (353) (354) (355) (356) (357) (358) (359) (360) (361) (362) (363) (364) (365) (366) (367) (368) (369) (370) (371) (372) (373) (374) (375) (376) (377) (378) (379) (380) (381) (382) (383) (384) (385) (386) (387) (388) (389) (390) (391) (392) (393) (394) (395) (396) (397) (398) (399) (400) (401) (402) (403) (404) (405) (406) (407) (408) (409) (410) (411) (412) (413) (414) (415) (416) (417) (418) (419) (420) (421) (422) (423) (424) (425) (426) (427) (428) (429) (430) (431) (432) (433) (434) (435) (436) (437) (438) (439) (440) (441) (442) (443) (444) (445) (446) (447) (448) (449) (450) (451) (452) (453) (454) (455) (456) (457) (458) (459) (460) (461) (462) (463) (464) (465) (466) (467) (468) (469) (470) (471) (472) (473) (474) (475) (476) (477) (478) (479) (480) (481) (482) (483) (484) (485) (486) (487) (488) (489) (490) (491) (492) (493) (494) (495) (496) (497) (498) (499) (500) (501) (502) (503) (504) (505) (506) (507) (508) (509) (510) (511) (512) (513) (514) (515) (516) (517) (518) (519) (520) (521) (522) (523) (524) (525) (526) (527) (528) (529) (530) (531) (532) (533) (534) (535) (536) (537) (538) (539) (540) (541) (542) (543) (544) (545) (546) (547) (548) (549) (550) (551) (552) (553) (554) (555) (556) (557) (558) (559) (560) (561) (562) (563) (564) (565) (566) (567) (568) (569) (570) (571) (572) (573) (574) (575) (576) (577) (578) (579) (580) (581) (582) (583) (584) (585) (586) (587) (588) (589) (590) (591) (592) (593) (594) (595) (596) (597) (598) (599) (600) (601) (602) (603) (604) (605) (606) (607) (608) (609) (610) (611) (612) (613) (614) (615) (616) (617) (618) (619) (620) (621) (622) (623) (624) (625) (626) (627) (628) (629) (630) (631) (632) (633) (634) (635) (636) (637) (638) (639) (640) (641) (642) (643) (644) (645) (646) (647) (648) (649) (650) (651) (652) (653) (654) (655) (656) (657) (658) (659) (660) (661) (662) (663) (664) (665) (666) (667) (668) (669) (670) (671) (672) (673) (674) (675) (676) (677) (678) (679) (680) (681) (682) (683) (684) (685) (686) (687) (688) (689) (690) (691) (692) (693) (694) (695) (696) (697) (698) (699) (700) (701) (702) (703) (704) (705) (706) (707) (708) (709) (710) (711) (712) (713) (714) (715) (716) (717) (718) (719) (720) (721) (722) (723) (724) (725) (726) (727) (728) (729) (730) (731) (732) (733) (734) (735) (736) (737) (738) (739) (740) (741) (742) (743) (744) (745) (746) (747) (748) (749) (750) (751) (752) (753) (754) (755) (756) (757) (758) (759) (760) (761) (762) (763) (764) (765) (766) (767) (768) (769) (770) (771) (772) (773) (774) (775) (776) (777) (778) (779) (780) (781) (782) (783) (784) (785) (786) (787) (788) (789) (790) (791) (792) (793) (794) (795) (796) (797) (798) (799) (800) (801) (802) (803) (804) (805) (806) (807) (808) (809) (810) (811) (812) (813) (814) (815) (816) (817) (818) (819) (820) (821) (822) (823) (824) (825) (82