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19989

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 11th day of September, 1990, between
Jean Anne Gregg, a single woman, hereinafter called the seller,
 and Patricia Pavlacky, a single woman, 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:

S58' LT 13 BLOCK 8 STEWART

for the sum of Sixteen Thousand & no/100 ----- Dollars (\$16,000.00) (hereinafter called the purchase price) on account of which One Thousand Five Hundred & no/100 Dollars (\$1,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$14,500.00) to the order of the seller in monthly payments of not less than Two Hundred & no/100 ----- Dollars (\$200.00) each,

payable on the ----- day of each month hereafter beginning with the month of -----, 19-----, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 0.00 per cent per annum from ----- until paid, interest to be paid n/a and * } in addition to the minimum

monthly payments above required. Taxes on said premises for the current tax year shall be ~~pro-rated between the~~ assumed by purchaser. Sewer line on said premises shall be assumed by purchaser.

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 or household purposes.

(B) ~~not~~ not primarily for business or commercial purposes.

The buyer shall be entitled to possession of said lands on -----, 19-----, and may retain such possession so long as buyer is not in default under the terms of this contract. 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 \$16,000.00 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 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 warrants to and covenants with the buyer that the real property described in this contract is (A) primarily for seller's personal, family or household purposes, or (B) not primarily for business or commercial purposes. The seller agrees that at all times seller 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 seller will keep said premises free from construction and all other liens and save the buyer harmless therefrom and reimburse buyer for all costs and attorney's fees incurred by seller in defending against any such liens; that seller 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 seller's expense, seller 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 \$16,000.00 in a company or companies satisfactory to the buyer, with loss payable first to the buyer and then to the seller as their respective interests may appear and all policies of insurance to be delivered to the buyer as soon as insured. Now if the seller shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the buyer may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the buyer for seller's breach of contract.~~

(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 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-Hess Form No. 1319 or similar.

Jean Anne Gregg

4717 Villa Drive

Klamath Falls, Or. 97603

SELLER'S NAME AND ADDRESS

Patricia Pavlacky

4643 S.E. 62nd

Portland, Or. 97206

BUYER'S NAME AND ADDRESS

After recording return to:

Patricia Pavlacky

4643 S.E. 62nd

Portland, Or. 97206

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Patricia Pavlacky

as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of -----

I certify that the within instrument was received for record on the ----- day of -----, 19-----,

at ----- o'clock ----- M., and recorded in book/reel/volume No. ----- on page ----- or as fee/file/instrument/microfilm/reception No. -----, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By ----- Deputy

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