TORIA No. 454-CONTRACT-beal Istant-Portial Permenti-Deed in Earney MTC #5904	204	
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Lot 8, Block 1, Tract 1218, DODDS HOLLOW ESTATES, in the County of Klamath, State of Oregon.		
Tor the sum of <u>Thirty Three Thousand Five Hundred Sixty &amp; 00/100</u> — (hereinafter called the purchase price) on account of which <u>Two Hundred Seventy Five &amp; 00/100</u> — (hereinafter called the purchase price) on account of which is paid on the execution hereof (the receipt of which is he — Dollars (\$ .275.00) is paid on the execution hereof (the receipt of which is he — acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit:	0)	
The balance of \$33,285.00, to be payable in monthly installments of \$275.00, or more, including 8½% interest per annum. There shall be penalty for pre-payment. Interest shall begin September 1, 1990. T first monthly payment shall be due October 1, 1990, and on the 1st d of each month thereafter, until paid in full. The entire unpaid bal to be all due and payable September 1, 1995.	no 'he lay lance	
See ATTACHMENT "A" for Special Intructions.	i cana yana di i cang isa asta nang isa nang isa asta nang isa nang	
All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 8½ per cent per anni September 1, 1990 until paid, interest to be paid an Monthly with the minimum regular r above required. Taxes on said premises for the current fax year shall be prorated between the parties hereto as of	um from payments , 19	
above required. Taxes on said premises 10° the current in that the real property described in this contract is The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, lamily or household purposes. (B) TAKENCARENEADACK CONTRACTOR CO	so long as er erected in and all liens; that y may be insured all	
buildings now or hereafter erected on said the selfer, with loss payable first to the selfer and	which	
building and other restrictions and agree to pay and has placed said deed, together with an excurred copy of this excurred copy of this excurred copy of the	ns, upon the rchase price escrow fee	
• IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) of (B) is not applications by making required disclosures; for it 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 it 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 it 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 it 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 it 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 it 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 it 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 it 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 it as a 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 it as a such word is defined in the Truth-In-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation as a such word word in the Act and Regulation as a such word word word word word word word word		
Robert C. Johnson         P. O. Box 1917         Klamath Falls, OR. 97601         setLer's NAME AND ADDRESS         Dennis & Charlene Barcus         P. O. Box 564         Merrill, OR, 97633         BUVER'S NAME AND ADDRESS         Dever's NAME AND ADDRESS         Proce RESERVED         FOR	n instru- d on the , 19, l recorded on ile/instru-	
After recording return ter MHC H- 5904 NAME, ADDRESS, ZIP Until a change is requested all fax statements shall be sent to the following address. Page	, y.	
Until a change is requested at the fraction of the structure of the struct	TITLE Deputy	

ITC 25904	1
April is a understood and offeed between said-parties that time is of the essence shore required, or any of them, punctually, within 20 days of the time limited therefor, option shall have the following rights:	ol this contract, and in case the buyer shall fail to make the payments
above required, or any of them, punctually within 20 days of the time limited therefor, option shall have the following rights:	or fail to keep any agreement herein contained, then the seller at seller a
sums previously paid hereunder by the buyers <sup>o</sup> of and protection of the second state	a the purchaser's rights forfeited and the debt extinguished, and to retain
1 (A) To location this murdenet full is to the total the state of the	
In any of such cases, all rights and interest created or then existing in favor of f. to the possession of the premises above described and all other rights acquired by the bu- te entry or any other set of which alles table to be found in the rights acquired by the bu-	he buyer as against the soller hereunder shall utterly cease and the right is used in a shall revert to and revest in said seller without any set of
the purchase of shid property as absolutely, fully and perfectly as if this contract and at ments therefolore made on this contract ure to be retained by and belong to said seller a	yer of refurn, reclamation or compensation for moneys paid on account of the payments had never been made; and in case of such default; all pay-
In any of such cases, all rich by suit in equity. In any of such cases, all rich by suit in equity. to the possession of the premises above described and all other rights acquired by the bu- te-entry, or any other, act of said, seller, to be performed and without any right of the bu- the purchase of said property as absolutely, fully and perfectly as if this confract and as ments therefolme main entry in case of such default, shall have the right immediateller, process of law, and take immediate back default, shall have the right immediately, process of law, and take immediate possession theriot, together with all the improvement. The buyer lurther afters that (allure by the siler at any time to require perform the super lurther afters that (allure by the siler at any time to require perform the super lurther afters that (allure by the siler at any time to require perform the super lurther afters that (allure by the siler at any time to require perform).	or at any time therealter, to enter upon the land aloresaid, without any is and appurtenances thereon or thereto belonging.
The buyer further agrees that failure by the seller at any time to require perform right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any such provision, or as a waiver of the provision itsell.	sance by the buyer of any provision hereof shall in no way allect seller's (1), any provision hereof be held to be a waiver of any succeeding breach of
THE PARENT AND	
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	22 560 00
The true and actual consideration paid for this transfer, stated in terms of dolla of or includes other property or value fiven or promised which is <b>KENGLODE</b> consider	ation (indicate which) (i)
In case suit or action is instituted to foreclose this contract or to enforce any sum as the trial court may adjudge reasonable as attorney's lets to be allowed the p judgment or decree of the trial court, the losing party further promises to pay such sur attorney's fees on such appeal.	provision hereol, the losing party in said suit or action agrees to pay such revailing party in said suit or action and it an appeal is taken from any
attorney's fees on such appeal.	n as the appellate court shall adjudge reasonable as the prevailing party's
In construing this contract, it is understood that the seller or the buyer may be n singular pronoun shall be taken to mean and include the plural and the neuter, and that make the provisions hereof apply equally to corporations and to individuals.	fore than one person or a corporation; that if the context so requires, the generally all grammatical changes shall be made, assumed and implied to
executors, administrators, personal representatives, successors in interest and assigns as a	require, not only the immediate parties hereto but their respective heirs, well.
IN WITNESS WHEREOF, said parties have executed	this instrument in duplicate; if either of the under-
signed is a corporation, it has caused its corporate name to be sig duly authorized thereunto by order of its board of directors.	ned and its corporate seal affixed hereto by its officers
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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-	OREPT C INFINSON for Tone Esternarione
SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING	OBERT C. JOHNSON, for Tara Enterprises
THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR	Conni M. Barcus
COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.	DENNIS M. BARCUS
* BUYER: Camply with ORS 93,905 at seq prior to exercising this remedy.	HARLENE BARCUS
NOTE—The sentence between the symbols (), if not applicable, should be deleted. See OKS 93.030.	Masiono Balcus
(If executed by a corporation,	at Laloga nation tainagan a an
(If the signer of the above is a corporation,	
use the form of acknowledgment opposite.) STATE OF OREGON, )   STATE OF	OFFCON
) ss.	) <b>55.</b>
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Oks 93,635 '(1) All instruments contracting to convey fee title to any real pro- is executed and the parties are bound, shall be acknowledged, in the manner provided veyed. Such instruments, or a memorandum thereof, shall be recorded by the convey the res bound therein.	perty, at a time more than 12 months from the date that the instrument
veyed. Such instruments, or a memorandum thereof, shall be recorded by the conve- ties are bound thereby.	or not later than 15 days after the instrument is executed and the par-
ORS 93,999(3) Violation of ORS 93,635 is punishable, upon conviction, by a fi	ne of not more than \$100. At the set of the
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## ATTACHMENT "A"

The Seller named in this Contract hereby grants to the Buyers, the option to renew said Contract for a period of five (5) on September 1, 1995, with the rate of interest being adjusted to that rate of interest being charged by the U.S. National Bank of Oregon for their Real Estate Loans at that time. If the interest rate is increased at that time from the existing interest rate, then the monthly payment should be adjusted to insure the payment will cover both interest and some principle.

This Contract would then become all due and payable on September 1, 2000. Seller is responsible to notify the Title Company of any change.

INITIAL

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STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Mc	ountain T	itle co.			00
	21st 11:20	o'clock	AM	, and du	ly recorded
in Vol.	M90 elvn Bieł	of <del>De</del> in Co	eds ounty Cle	_ Page _ erk	19020
	By ⊊	Jaulin	. n	illen	Deputy.
Fee,	\$38.00				