# 36624

# AGREEMENTS FORMSALE OF PREAL ESTATE

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<u> </u>	whose plant	la 89119 hereinaf	ter desig-	
2001 E. Flamingo	Suit 204 Las Veges Newsonand: Milmel 2.	Lang		
nated as SELLER,	and.	place of bu	isiness is	
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	in consideration of	f the covenants a	and agreements R and BUYER	
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1/2	C. I manay of the United	• (P.S. T.	R shall pay	
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### 36623

#### COVENANTS AND AGREEMENTS THE HERE

OF

## AGREEMENT FOR SALE OF REAL ESTATE

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- 1. Taxes which accrue during the year of purchase by BUYER shall be prorated as of the date of execution of this Agreement. Thereafter, BUYER shall pay all subsequent taxes and all assessments levied subsequent to date of this Agreement.
- 2. BUYER shall have no right to cut or harvest any trees from the property excepting for his personal use until such time as the property is paid in full. No trees over 4" in diameter can be harvested.
- 3. BUYER shall construct no buildings upon the property that do not conform to applicable health and building codes of KLAMATH County, Oregon.
- 4. BUYER will allow no public nuisances to be created upon the property and will not allow the property to become unsightly:
- 5. It is understood and agreed that time is of the essence of this contract and should BUYER fail to comply with the terms hereof, then SELLER may, at his option, be released from all obligations in law and in equity to convey said property; and BUYER shall thereupon be deemed to have waived all rights thereto and all monies paid under this contract shall be deemed as payments to SELLER for the execution of this Agreement and for the rental of the premises.
- 6. SELLER, ten months from date of this Agreement, at the times and in the manner described, agrees at BUYER'S expense, to deliver a policy of title insurance, excepting: SELLER reserves all oil, gas and other hydrocarbon substances lying in, under or upon said property.
- 7. At BUYER'S request, SELLER will issue to BUYER, his heirs and assigns, ten months subsequent to the date of this Agreement, and assigns, ten months subsequent to the date of this Agreement a Grant Deed secured by a Note and Deed of Trust to the subsequent a grant Deed secured by a Note and Deed of Trust to the subsequent property, provided that BUYER has adhered to all of the terms and conditions of this Agreement.
- 8. BUYER agrees to pay \$2.00 dollars monthly collection fee on each installment. Bakit of nusced systems to be a second of the collection of the collection fee of the collectio
- 9. A late charge of 10% of monthly payment will be charged for any payment received ten days late.
- 10. Seller will allow buyer a one year exchange on any parcel of comparable price. Under no circumstances will seller refer any monies paid by Buyer.
  - 11. BUYER agrees upon issue of Deed and Note to sign Estopple deed in Lieu of foreclosure with 90 day grace period extended by Seller.

## Pages 2of 2

STATE (	OF OREGON: COU	INTY OF KLAMAIH. 55.	
	and at request	of Michael E. Long A.D., 19 91 at 9:53 o'clock A.M., and on Page	the 29th day day duly recorded in Vol. M91
FEE	\$33.00	Evelyn Biel By	an . County Clerk