

1396-5870
43126AFTER RECORDING RETURN TO: Ken Peterson
P. O. Box 109
Merrill, Or 97633

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Agreement for Sale of Real Estate

THIS AGREEMENT, Made and entered into this..... day of.....
19....., between Robert C. Hutcheson or Marian R. Chandronnet both who are
single and Partners in said property....., party of the first part, and
Ken and Suzanne Peterson a married couple.....

WITNESSETH: That..... both of....., party of the second part,
the said first party, in consideration of the cove-
nants and agreements on the part of the said second party, hereinafter contained, agrees to sell
and convey unto the said party of the second part, and said second party agrees to buy, all
the..... certain lot....., piece..... or parcel..... of land situated in Klamath.....
County, State of Oregon, as is and described as follows, to-wit: 409 Front St. Merrill, Or.

Beginning at a point on the South line of the Highway #39 through Merrill, Oregon,
distant 1145.0 feet East of and 40 feet South from the Northwest corner of Section 12,
Township 41 South, Range 10 East of the Willamette Meridian, being the Northeast
corner of property herein described; thence South to Lost River; thence upstream
along said Lost River to a point due South of a point 50 feet West of the above point
of beginning; thence North to the South line of said Highway; thence East along
Highway 50 feet to the point of beginning, being a part of Lot 2 of Section 12
aforesaid.

THIRTY SIX THOUSAND (\$36,000.00)..... for the sum of
DOLLARS,
lawful money of the United States; and the said second party, in consideration of the premises,
agrees to pay to the said party of the first part the said sum of.....
THIRTY SIX THOUSAND (\$36,000.00)..... dollars in lawful money of the

United States as follows, to-wit: ONE THOUSAND DOLLARS (1,000.00) Earnest money
(Cashiers check no. 0015650947 with Bank Of America) to show sincerity of
purchase and THREE THOUSAND DOLLARS (\$3,000.00) upon delivery of Trust Deed
totaling FOUR THOUSAND DOLLARS (\$4,000.00) down with a Balance of Thirty Two
Thousand Dollars (\$32,000.00) to be paid within one year at 9% interest.

The Second Party also agrees to pay the First Party \$250.00 per month
until the balance is paid in full. If the balance cannot be paid within one
year, this agreement may be renegotiated at the option of the first party.
Said payment shall be applied toward interest and principal.

Satisfactory Insurance; Fire, Storm Damage or otherwise shall be provided
by the Second Party with loss payable to the First Party against any indebted-
ness.

And the said second party agree to pay all taxes or assessments of whatsoever nature, which
may be assessed on the premises above described, after April 6, 1992.

In the event of the failure to comply with the terms hereof, by the said second party, the
said first party shall be released from all obligation in law or equity to convey said property,
and said second party shall forfeit all rights thereto, including a forfeiture of all payments
made by them on this contract at the time of forfeiture, and such payments
shall be retained by said first party in full satisfaction and in liquidation of all damages by
thereby sustained.

And the said party of the first part, on receiving such payment, at the time, and in the
manner above mentioned, agrees to execute and deliver to the said party of the second part, or
to his assigns, a good and sufficient deed, with abstract showing perfect title to said premises.

And it is understood that time is the essence of this contract and that the stipulations
aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the re-
spective parties.

IN WITNESS WHEREOF, The said parties to these presents have hereunto set their
hands the day and year first above written.

Party of the First Part:

Robert C. Hutcheson
Marian R. Chandronnet

Party of the Second Part:

Ken Peterson
Suzanne Peterson

Addendum:

It is also understood by both parties that the Second Party is trying to sell their house on Hollywood St. in Newell, California. When it is sold, the balance due the First Party will be paid off immediately, if it is not sold within one year an extension is hereby renegotiated for the Second Party to pay the First Party Five-hundred dollars (\$500.00) per month during the second year until their house is sold or such necessary financing can be arranged to pay off the balance due.

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STATE OF Oregon

County of Klamath

ss.

On this the 2 day of April, 1992, before me, Robert C. Hutcheson and Marion R. Chandrennet, a Notary Public in and for the County of Klamath, State of OR on this day personally appeared Robert C. Hutcheson and Marion R. Chandrennet known to me (or satisfactorily proven) to be the person 's' whose name 's' subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(My Commission expires 1-16-94)

Notary Public.

STATE OF

County of Oregon

ss.

On this the 2nd day of April, 1992, before me, Cheryl Hromek, a Notary Public in and for the County of Klamath, State of OR on this day personally appeared Ken and Suzanne Peterson wife of said

known to me (or satisfactorily proven) to be the person 's' whose name 's' subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(My Commission expires 1-16-94)

Notary Public.

Agreement
FOR SALE OF REAL ESTATE
SHORT FORM

AND

Dated _____, 19__

STATE OF

County of Klamath

ss.

I hereby certify that the within instrument was filed and recorded at request of Mountain Title Co.

April 6, 1992 - 3:45 PM

Book M92

In Deeds

on page 7199

Witness my hand and official seal the day and year aforesaid.

Evelyn Biehn, County Clerk

Deanne S. Mulvender, Deputy Recorder.

Fee \$35.00