

TN

86602

CONTRACT—REAL ESTATE

Vol. 294 Page 26250

THIS CONTRACT, Made this 23rd day of August, 1994, between
Carroll L. and Louise E. Moulton, husband and wife

and Johnny J., Jr. and Virginia Castleberry, husband and wife, hereinafter called the seller,
 and Johnny J., Jr. and Virginia Castleberry, husband and wife, 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:

Lot 57, Lewis Tracts

1957 Roadcraft Trailer House, 8x42, ID# RDC41571977

for the sum of Seventy-five thousand Dollars (\$75,000.00)
 (hereinafter called the purchase price) on account of which
 Dollars (\$8,000.00) 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: \$67,000.00) to the order of
 the seller in monthly payments of not less than Six hundred forty-six and 58/100 Dollars (\$646.58) each, plus additional prorated for property taxes

payable on the 5th day of each month hereafter beginning with the month of October, 1994,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
 ferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from 23rd
August 1994 until paid, interest to be paid monthly and * XXXXXX the minimum
 monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the
 parties hereto as of the date of this contract.

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.

The buyer shall be entitled to possession of said lands on August 24, 1994, and may retain such possession so long as
 he is not in default under the terms of this contract. The buyer agrees that at all times he 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 he 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 him in defending against any such liens;
 that he 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, he 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 \$75,000.00
 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.

price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple
 unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
 permitted or arising by, through, or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public
 charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(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 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. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Carroll L. and Louise E. Moulton
1117 Tamera Drive
Klamath Falls, Oregon 97603

SELLER'S NAME AND ADDRESS

Johnny J., Jr. & Virginia Castleberry
1555 Hope St.
Klamath Falls, Oregon 97603

BUYER'S NAME AND ADDRESS

After recording return to:

Klamath First Federal
540 Main St.
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Carroll L. and Louise E. Moulton
1117 Tamera Drive
Klamath Falls, Oregon 97603

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

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 fee/file/instru-
 ment/microfilm/reception No. _____,
 Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____

Deputy

This property CAN NOT be resold with out the written consent of the
sellers or sellers paid off in full.

Officers & Sailors paid off in full.
 RETURNED TO THE ARMY
 1908 HONORARY
 1908 HONORARY

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$75,000.00. However, the actual consideration consists of the following:

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

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

Officers duly authorized thereunto by order of its board of directors.

1. Ernest L. Moulton Johnny Castleberry, Jr.
2. Louis E. Moulton Virginia Castleberry

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030).

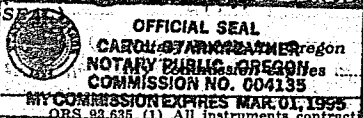
STATE OF OREGON,)
County of Alamath) ss.
19_____,
Personally appeared _____ and

Personally appeared the above named _____, who, being duly sworn,
Carroll L Moulton, Louise each for himself and not one for the other, did say that the former is the
Moulton, Johnny Castleberry, Jr president and that the latter is the
Virginia Castleberry secretary of
 _____, a corporation,
 and acknowledged the foregoing instru-
 ment to be their voluntary act and deed.

Before me: Carol Starkweather

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:



3-1-95

Notary Public for Oregon
My commission expires:

(SEAL)

OPS 32.635 (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 93.990(8) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Louise Moulton the 23rd day
of Aug A.D., 19 94 at 3:22 o'clock P M., and duly recorded in Vol. M94
of Deeds on Page 26250

FEE\$35.00

Evelyn Biehn - County Clerk

By Lauren Mulendore

1964 HONGKONG AIRPORT HOUSE: 6148, 104 HONGKONG

REF 24, PAGE 1569A

[illegible]

EMILYERMAN, I. 1910. COLLEGE OF THE HOLY TRINITY, NEW YORK.

COONEL 7-10 BUS ATLANTIC OCEANIC... HARTMAN

COLLINS, P. and ROBERT E. KORTON, 1965, p. 51

...and the ...

52J-11

WINTER 2

90002

CONFIDENTIAL - SECURITY INFORMATION

FORM NO. 104-504 (REV. 6-64) GSA GEN. REG. NO. 27

03-52-04603-55 NCAN