	FORM No. 704 CONTRACT-BEAL ESTATE-AV AND		STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR, 97204
Ē	π 01-09-95P03:42 R		ct-REAL ESTATE Vol. M9-5 Page 615
	<b>3393</b> THIS CONTRACT, Made th	is 4th	day of
	Evelyn C. Smith F.	1. Icx 1160	Klerath Falls, Or. 97601.
	and Kerneth Semera 5	7. Alve. St	et Elemath Fills, Cr. 97601
Ŧ	W17'NESSETH: That in co seller agrees to sell unto the buyer	asideration of a and the buyer	the mutual covenants and agreements herein contained, the i grees to purchase from the seller all of the following de- County, State of Presex, to-wit:
1 I.	Madison Fark Lot		
	3-3909-001BB-2300-	() <b>(</b> )	Caller Bage A
	•		r As 5907 Alva St. Klamath Falls, Or. 97601
	Madison Fark Lit		
	₹ <b>-3</b> 909-001BD+02430	··· )()()	
			e free and clear pf any leans and Deed upon payment in full on
	for the sum ofSixty_line (hereinafter called the purchase pri	o), on account	Dollars (\$ 60,000)
i i	Dollars (3	or the execution	hereof (the receipt of which is hereby acknowledged by the a id purchase price (to-wit: \$ £0,000) to the order
	of the seller in monthly payments	ci not less the	. Five Hundrad 0.00. aash. payna t and \$100.00. in labor at
	the rate of \$5.10	n i. heim as	t r beginning with the month of January , 1993,
	and continuing until said purchas all deferred balances of said purch	• price is fully asse price shall	vaid. All of said purchase price may be paid at any time; vear interest at the rate of
	the minimum monthly payments a rated between the parties heretc as	leve required.	exes on said premises for the current tax year shall be pro-
			n real property described in this contract is n ultural purposes. In the first backing or con mercial purposes other than executival purposes.
	The Luver shell be entitled to posses ion he is not in default under the terms of thi co erected, in good condition and repair and gill	said andson. ii act. The buyer all is t suffir or permit	19 , and may retain such possession so long as ty waste or strip thereof that he will keep said premises, now or hereafter (1) waste or strip thereof that he will keep said premises free from mechanic's bres selier for all costs and attorney's lees incurred by him in detending against any (1) perty, as well as all watur rents, public charges and municipal liens which here- t the same or any part thereof become past due: that a 'buyer's expense, he will is premises against loss or damage by fire (with extended coverage) in an amount
	their respective interests may appear and il po	es of ensurance to	a islactory to the seller, with loss payable first to the seller and then to the buyer as b delivered to the seller a soon as insured. Now if the buyer shall fail to pay any s lor such insurance, the seller may do so and any payment so made shall be added ear interest at the rate a oresaid, without waiver, however of any right arising to
	The seler, agrees that at his expense an suring in an imbuni equal to said purchas pr save and except the usual printed exceptions a	<ul> <li>within</li> <li>mark-rable tithing and</li> <li>the building and</li> <li>d and surgers, free units</li> <li>d assigns, free units</li> <li>t rough or under set</li> <li>t the ouver and (s)</li> </ul>	days from the date hered, he will furnish unto buver a title invurance policy in- and to said premises in he selfer on or subsequent to the date of this agreement, cher restrictions and exemption on or or and self and the self of the
		(C)	a inued on reverse ) we warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is in Z, the seller MUST comply with the Act and Regulation by making required disclosures; a cat will become a first light to finance the purchase of a dwelling in which event use
	Evelyn C. Smith F.C. Ber 1166 Klenath Falls, fr.	97601	STATE OF OREGON, County of
	SELLER'S NAME AND ADD RES Konnigth Sommers 5907 Alva Stroct		I certify that the within instru- ment was received for record on the day of
	HEJZETH FELLE, (r. BUYER'S NAME AND ADDRE	12601	epace reserved at o'clock M., and recorded
	Ileal G. Buchanan, Attorney 601 Main Street, Suite 215 Flamath Fails, OR 97601	<u></u>	RECORDER'S UNE Record of Deeds of said county. Witness my hand and seal of County affixed.
	NAME, ADDRESS, Z I I ntil a mange is ma jested all tax statements shall be sen	t is the following oddr	
		n franciska se standarda se standarda se se standarda se se se standarda se se se standarda se se se se se se s Se se	Recording Officer By Deputy
	NAME, ADDRÉSS, Z I		
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UV	-		

	And it is understood and agreed betweets and parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments obver required, or any of timen, punctually wit in (days of the time is tiled therefor, or fail to toep any agreement herein contained, then the seller at the sole of this contract and is devoid. (2) to declare the whole unpake principal balance of and purchase price with equivalent there on a none due and payable. (1) to etches this contract on (1) to declare the one of the seller at the seller at the sole of the interest there on at none due and payable. (1) to etches the waid deel and other documents from excous and/or (4) to foreclose this contract by suit is understand or the price of the possession of the frems is above described 1 d all other rights acquired by the buyer hereunder shall terret shall utterly cease and deteller without any set of re-entry, or any other set-of and soluterly, billy and perfectly as it this contract and such delaw it heredore at each of the set of the solution to recomments from the contained shall terret to and revert to and revert in and the right and set of the purchase of sace proc right as absolutely, billy and perfectly as it thus contract and such payments had never been made; and in terms up to the time of such delaw 1 and the is soluted to be related by and belong to said seller as the streed end reasonable rent of sale as is seller. In case of as the forward is all that the improvements and any time thereafter, to enter upon the order shall any time thereafter, to enter upon the order shall be any to be reading to be reading above the shall have the right time due there or and end thereafter or the sole and the sole and the streed or the sole and the sole and the term of the purchase of sace proc rights as absolutely.
	t songing. t songing. The buyer further agrees that failure by the life as any time is require performance by the buyer of any provision hereof shall in no way affect his right hereander to enforce the same, nor shall say , uver by said seller of any breach of any provision hereof shall in no way affect his of any such provision, or as a waiver of the jayrigs itself.
	Buyer may pay contract in full at any time, without penalty.
	The true and actual consideration paid or this transfer, stated r terms of dollars, is \$60,000°. (However, the actual consideration con- uses of reincludes other property or value given a provised which is part the object on the consideration (indicate which).) In case still or action is instituted to be ecles this contract or s enforce any provision hereof, the losing party in said suit or action agrees to pay such a mass the trial rule may adjudge reasonable as a vrey's less to be a ower the provising party in said suit or action and it an appeal is taken from any or still or decree of such trial court, the losing jit to the still or decree of such appeal. In construint fuils contract, it is understo of it if the seller or the such as the appeallate court shall adjudge reasonable as the prevailing and the trial court is the trial rough appeal. In construint fuils contract, it is understo of it if the seller or the such as the appeallate court shall adjudge reasonable as the prevailing at the maxima, the leminine at the new reasonable as the prevailing at the real the meeting and that given and the part of the second of the second and the second at the part of the second and the second at the second and the second at the part of the second at the sec
	IN WITNESS WHEREOF, said parties have a secured this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to le signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of is board of directors.
	Charge Art. Cr Turno Dommens
	NOTE-The sentence between the symbols (), if net applicable, should be delaw 1. See ORS 93.030).
	as filled and of the above name i
	is in a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, is in the former is the secretary of a corporation, a corporation,
	Batare ma: Batare ma: Calladian Calladian Ca
	Notary Public for Oregon My commission expires & 3' 45' N commission expires: (SEAL)
	O1:S 93.635 (1) All instruments contracting to invey fee title to a y real property, at a time more than 12 months from the date that the instrument s vaccuted and the parties are bound, shall be siknos edged in the mark r provided for acknowleignment of deeds, by the conveyor of the title to be con- ter are bound thereing.
	OI:3 93.990(i) Violation of ORS 93.635 is pune table, upon conviction, by a fine of not more than \$100.
-	Farmenta:
	Monthly payment should be rede to:
	Evolyn C. Sritk
	Dolly Suith
	In the event neither can be reached, espesit should be made at the
	Western East on 7th St. Klametr Falls, Or.
	Account No. 47034906 (6
	Seller vill furnish and maintain payment book.

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FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND. ORE. STATE OF OREGON. KLAMATH County of ., 19.93., 6th day of January BE IT REMEMBERED, That ou this before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within Keoleth Sommers. named ..... described in and who executed the within instrument and known to me to be the identical individual executed the some freely and voluntarily. his acl:nowledged to me that IN "ESTIMON" WHEREOF, I have hereunto set my hand and affixed ny official seal the day and year last above written. Sets street Q: 11 . . . . . ULT THE ALEXANTELL NOTAR PUENC - OREGON COMMISSION TU, 007236 Notary Public for Oregon. MY COMMISSAM EXPRES AUG. 31, 1995 My Commission expires 8-31-95 Bran and the state of the second states and the second states and

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STATE OF OREGON: COUNTY OF KLALMATH: ss.

Filec 1 of	or record at request	_ A.D., 19 <u>9</u> <sup>1</sup> <u>3142</u> <u>6 clock <u>p</u> Min and day received in of <u>peeds</u> on Page <u>615</u> <u>Berneth</u> <u>6</u> <u>Letsch</u> <u>County Clerk</u></u>
FEE	\$40.00	By Quellone Mullendare