93723

REVD H-4729Q CONTRACT-REAL ESTATE

Vol. M95 Paga 213

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ereinafter called the seller, and REED O'RYAN		
witnesseth: That in consideration of the mutual anto the buyer and the buyer agrees to purchase from the county, State of Oregon, to-wit.  OT 1 IN BLOCK 3 OF MAHN'S ACRES, ACCORDIN THE OFFICE OF THE COUNTY CLERK OF KLACCOUNT NO. 2309-14BA-1700. KEY NO. 131	he seller all of the fol : DING TO THE OFF AMATH COUNTY, C	FICIAL PLAT THEREOF ON FILE
	•	
**ENTIRE BALANCE, PRINCIPAL AND INTERES	ST, DUE AND PAY	ABLE ON OR BEFORE FIVE YEARS
for the sum of TWENTY-THREE THOUSAND DOLLARS	S AND NO/100	
		Dollars (\$ 23,000,00 )
(hereinafter called the purchase price) on account of whi		11011413 13 10.000.00
is paid on the execution hereof (the receipt of which remainder of said purchase price (to-wit: \$ ***1] than THREE HUNDRED TWENTY DOLLARS AND N	is hereby acknowled 3,000,00 ) to the c NO/100	iged by the seller); the buyer agrees to pay to prove the seller in monthly payments of not le
		Dollars (\$320.00_)
each,		
payable on the 01 day of each month and continuing until said purchase price is fully paid. A of said purchase price shall bear interest at the DATE OF RECORDING until paid, interest t monthly payments above required. Taxes on said premises of the date of this contract.	rate of TEN	per cent per annum from
The buyer warrants to and covenants with the seller that the rea		
EXRXMENTAL MANAGEMENT OF THE PROPERTY OF THE PERSON OF THE	MUNICIPALITY TO BE SEEN	XXXXXXX
The buyer shall be entitled to possession of said lands on so long as buyer is not in default under the terms of this contract. now or hereafter erected thereon, in good condition and repair an premises free from construction and all other liens and save the incurred by seller in defending against any such liens; that buyer will become past due; that at buyer's expense, buyer will insure and ke damage by fire (with extended coverage) in an amount not less than to the seller, with loss payable first to the seller and then to the be delivered to seller as soon as insured. Now if the buyer shall fail to such insurance, the seller may do so and any payment so made shall interest at the rate aforesaid, without waiver, however, of any right a	seller harmless therefrom will pay all taxes hereafter the imposed upon said prensep insured all buildings in SINSURABLE VARIABLE	and reimburse seller for all costs and attorney's fees revied against said property, as well as all water rents, nises, all promptly before the same or any part thereof ow or hereaftee erected on said premises against loss or ALUE in a company or companies satisfactory interests may appear and all policies of insurance to be so, water rents, taxes or charges or to procure and pay for a part of the debt secured by this contract and shall bear
The seller agrees that at seller's expense and within 30 insurance policy insuring (in an amount equal to said purchase pridate of this agreement, save and except the usual printed exceptions also agrees that when said purchase price is fully paid and upon requed conveying said premises in fee simple unto the buyer, buyer	days fro ce) marketable title in and and the building and other uest and upon surrender of s heirs and assigns, free a	m the date hereof, seller will furnish unto buyer a tile to said premises in the seller on or subsequent to the restrictions and easements now of record, if any. Seller I this agreement, seller will deliver a pood and sufficient and clear of encumbrances as of the date hereof and free punder sufficient properties however, the said easements.
restrictions and the taxes, municipal liens, water rents and public consisted by the buyer of buyer's assigns.	ontinued on reverse)	buyer and further excepting all liens and encumbrances
restrictions and the taxes, municipal liens, water rents and public consisted by the buyer or buyer's assigns.	ontinued on reverse)	(A) or (B) is not applicable. If warranty (A) is applicable
restrictions and the taxes, municipal liens, water rents and public created by the buyer or buyer's assigns.  (Co  * IMPORTANT NOTICE: Delete, by lining out, whichever phrase and if the seller is a creditor, as such word is defined in the Transcription by making required disclosures.  KATHY HARDIE	ontinued on reverse)	(A) or (B) is not applicable. If warranty (A) is applicable egulation Z, the seller MUST comply with the Act and
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And it is understood and agreed between said parties that time is of the essence of 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, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

(1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer; \*

(2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and/or
(3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall unterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ \_ 23,000,00 However, the actual

such sum as the trial court may adjudge reasonable as attorney's fees to be all from any judgment or decree of the trial court, the losing party further promis	any provision hereof, the losing party in said suit or action agrees to pay lowed the prevailing party in said suit or action and if an appeal is taken
prevailing party's attorneys fees on such appeal.  In construing this contract, it is understood that the seller or the buyer	
requires, the singular pronoun shall be taken to mean and include the plural as	nd the neuter, and that generally all grammatical changes shall be made,
assumed and implied to make the provisions hereon apply equally to corporation.  This agreement shall bind and inure to the benefit of, as the circum	ons and to individuals.  Istances may require, not only the immediate parties hereto but their
respective heirs, executors, administrators, personal representatives, successors	s in interest and assigns as well.
IN WITNESS WHEREOF, said parties have executed the	his instrument in duplicate; if either of the undersigned is
corporation, it has caused its corporate name to be signed and thereunto by order of its board of directors.	a us corporate seat affixed hereto by its officers duly authoriz
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY	
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO	
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS	
DEFINED IN ORS 30,930	$\mathcal{A} \wedge \mathcal{A}$
Karly Andre	This other
KATHY HARDIE	REED O'RYAN
그런데 하셨어요요 한 이번 회사를 들어 보다 보다.	
	### ### ##############################
* BUYER: Comply with ORS 93.905 et seq prior to excercising this remer NOTE - The sentence between the symbols ©, if not applicable, should be	dy. De deleted. See ORS 93.030.
(If executed by a corporation, affix corporate seal)	
STATE OF OREGON	
County of DOUGLAS } ss.	\$
	4
BE IT REMEMBERED, That on thisdo undersigned, a Notary Public in and for said County and State, KATHY HARDIE	ty of <u>Janillais</u> , 19 <u>95</u> before me, the personally appeared the within named
ARITH MANDIE	
known to me to be the identical individualdescribed in a	nd who executed the within instrument and acknowledged to
me thatexecuted the same freely and voluntar	
	nd and affixed my official seal the day and year last above
written.	
(22220000000000000000000000000000000000	
OFFICIAL SEAL A	Ma & surely
NOTARY PUBLIC - OREGON	Commission expires
COMMISSION NO. A017617 My MY COMMISSION EXPIRES AUG. 22, 1896	Commission expires
ASSESSMENT OF THE PROPERTY OF	
ORS 93.635 (1) All instruments contracting to convey fee title to any	
instrument is executed and the parties are bound, shall be acknowledged, in the title to be conveyed. Such instruments, or a memorandum thereof, shall be a	
executed and the parties are bound thereby.	See after the state of the stat

STATE OF OREGON: COUNTY OF KLAMATH:

이 경속도 많으면 아이들 말이 그렇게 하시면 된다.	
Filed for record at request of Klamath (	County Title co the 18th day
of Jan A.D., 19 95 at 3:08	3 o'clock P.M., and duly recorded in Vol. M95
of <u>Mortgages</u>	on Page1213
화가 나는 말을 살 때에 하는데 이번 살다. 그는 말을 하다니다.	Bernetha G. Letsch - County Clerk
FEE \$15.00	By Dauline Willender