

4452

08-14-95P01:38 RCVD

Vol. M95 Page 21565

When recorded, mail to:

Name: Phil & Ann Aitken

Address: 56 De Forest Heights

Burlington, VT 05401

City/State/Zip Code: _____

Space above this line for Recorder's use

CONDITIONAL SALES CONTRACT

This CONDITIONAL SALES CONTRACT, made and entered into this 1st day of April, 19 95, by and between Donald W. Aitken and Sara P. Aitken, husband and wife, the Seller(s), whose address is 3873 #1 Meadowlawn Loop S. E. Salem, OR 97301, and Phil A. Aitken and Margaret Ann Gardner Aitken, the Purchaser(s), whose address is 56 DeForest Heights, Burlington, Vermont 05401.

WITNESSETH: The Purchaser(s) hereby agrees to purchase from the Seller(s), the property described as follows: An undivided one-half interest in Lot 4, Block 3 Crescent Pines, recorded in Volume M73 Page 7785 Klamath County, Oregon

THE SELLER(S) AND PURCHASER(S) COVENANT AND AGREE AS FOLLOWS:

- Purchase Price.** The Purchaser(s) agrees to purchase the property above-described for the total price of Six thousand and no/100-----DOLLARS (\$ 6,000.00).
- Terms.** The terms under which the purchase price shall be paid to Seller(s) is as follows: No down payment. Payments of \$750.00 or more per month beginning May 1, 1995, including interest at eight (8) percent per annum. A like payment on the first of each month until paid in full.
- Interest.** The Purchaser(s) agrees to pay interest on the deferred balance at the rate of eight per cent per annum from the date of this contract until fully paid.
- Place of Payments.** All payments to be paid under this Contract shall be paid at 3873 #1 Meadowlawn Loop S. E. Salem, OR 97301.
- Title and Ownership.** It is understood and agreed that the title and ownership of the property herein described shall not pass from Seller(s) to Purchaser(s) until the purchase price is fully paid.
- Situate of Property.** The Purchaser(s) agrees to house, maintain, keep, or otherwise situate the property herein described within the legal boundaries of the County of Klamath, State of Oregon, at: Lot 4 Block 3 Crescent Pines.
- Condition and Repair.** The Purchaser(s) agrees to keep and maintain during the term of this Contract, the property herein described in good condition and repair as reasonable use and wear will permit.
- Breach.** a) In the event the Purchaser(s) should breach this contract by either (1) Failing to pay any installment when due, (2) Remove the property where situated without the written permission of the Seller(s), or (3) Abuse, destroy, or otherwise willfully depreciate the value of the property, the Seller(s) is(are) authorized to take possession of, and to remove said property without legal process and retain any payments made thereunder while such property was in the Purchaser's(s') possession.

b) in the event the Seller(s) is(are) required to bring a legal action in a Court of Law to either recover possession of the property or to collect any balance due under this Contract, the Seller(s) shall recover all cost in bringing such action, including reasonable attorney fees.

9. **Other Conditions.** This Contract is made subject to the foregoing terms and conditions, and such other conditions as may be hereinafter described as follows: 1. Upon the demise of both of the sellers, this contract shall be considered paid in full and any remaining payments shall be forgiven.

2. The joint owners shall be granted first right of refusal on any proposed sale.

IN WITNESS WHEREOF, the parties have executed this CONDITIONAL SALES CONTRACT this 1st day of April, 19 95.

Donald Aitken
Seller
Sara Aitken
Seller

Phil Aitken
Purchaser.
Margaret A. Aitken
Purchaser

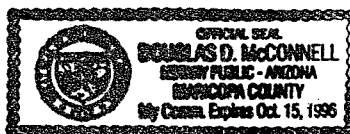
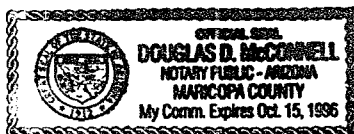
State of Arizona)
County of Maricopa) ss.

ACKNOWLEDGMENT

On this 3 day of April, 19 95, before me, the undersigned Notary Public, personally appeared, Donald and Sara Aitken

to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he(she)(they) executed the same for the purposes therein contained.

My Commission Expires: Oct 15 1996 Douglas D. McConnell
Notary Public



STATE OF: VERMONT
COUNTY: CHITTENDEN

ON THIS 17th DAY OF APRIL, 1995, BEFORE ME, THE ~~BELOW~~ ^{BELOW} SIGNED NOTARY PUBLIC, PERSONALLY APPEARED, ANN G. AITKEN, AND PHIL A AITKEN WHO TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME PURPOSES THEREIN CONTAINED.

Sara J. Aitken
Expires 2/10/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 14th day of August, A.D., 19 95 at 1:38 o'clock PM., and duly recorded in Vol. 195 of Deeds on Page 21565.

FEE \$35.00

Bernetha G. Leisch, County Clerk
By Wendette Mueller