

17206

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Ervin & Alma Moulton
2015 Verda Vista Place
Klamath Falls, Oregon 97603

Andrew L & Carol Weathers
1414 Carlyle St.
Klamath Falls, Or. 97601

After recording, return to (Name, Address, Zip):

Ervin & Alma Moulton
2015 Verda Vista Place
Klamath Falls, OR. 97603

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Andrew L & Carol Weathers
1414 Carlyle Street

Klamath Falls, Oregon 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON.

County of _____ } ss.

I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____

Record of Deeds of said County.

Witness my hand and seal of County
affixed.

By _____ NAME _____ TITLE _____
Deputy.

CONTRACT - REAL ESTATE

THIS CONTRACT, Made this 29th day of April, 1996, between
Ervin W Moulton & Alma Moulton trustees of the Ervin W Moulton & Alma Moulton
Trust Agreements dated August 1, 1992, hereinafter called the seller,
and Andrew L Weathers & Carol Marie Weathers, Husband and wife,

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:

The West 111.5 feet of Lots 1 & 2 in Block 26 of Hillside Addition
to the City of Klamath Falls, Klamath County, Oregon. Also known as
1414 Carlyle Street.

for the sum of Forty Nine Thousand & Ninehundred & no/100 Dollars (\$ 49,900.00),
hereinafter called the purchase price, on account of which Ten Thousand & no/100
Dollars (\$ 10,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer
agrees to pay the remainder of the purchase price (to-wit: \$ 39,900.00) to the order of the seller in monthly payments of not
less than Four Hundred Twenty Eight & seventy eight/100 Dollars (\$ 428.78)
each, month

payable on the 5th day of each month hereafter beginning with the month of June, 1996, and con-
tinuing until the purchase price is fully paid.

The true and actual consideration for this conveyance is \$ 49,900.00 (Here comply with ORS 93.030.)

~~And if the purchase price is not paid in full by the date of the expiration of the term of this contract, all of the deferred payments shall bear interest at the rate of ten (10%)~~
percent per annum from April 29 until paid; interest to be paid monthly and added
~~to be included in the minimum monthly payments above required. Taxes on the premises for the current tax year shall be~~
prorated between the parties hereto as of April 29 th, 1996.

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 or household purposes,
(B) ~~not to be used as a rental property or for any other purpose other than the purposes stated in the contract.~~

The buyer shall be entitled to possession of the lands on April 29th, 1996, and may retain such possession so long as buyer
is not in default under the terms of this contract. The buyer agrees that at all times buyer 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 buyer will keep the premises free from construction and all other liens and
save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all
taxes hereafter levied against the property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the premises,
all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected
on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 50,000.00 in a company or companies satisfactory
to the seller, specifically naming the seller as an additional insured, 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. If the buyer shall fail to pay any such liens, costs, water rents, taxes or charges, the self-
waiver, however, of any right arising to the seller for buyer's breach of contract.

(OVER)

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, so 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. 1319 or equivalent.

12143

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ervin Moulton the 30th day
of April A.D., 19 96 at 3:04 o'clock P.M., and duly recorded in Vol. M96
of Deeds on Page 12141.

Bernetha G. Letsch, County Clerk

FEE \$40.00

By C. L. L. L.