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Klamath Falls, OR 97601

2013-014125
Klamath County, Oregon
12/30/2013 09:43:55 AM
Fee: \$57.00

CONTRACT FOR SALE OF REAL ESTATE

Dated this 15 day of Nov, 2013.

THIS CONTRACT, made by and between HARRY F. CUILLARD Margaret C Collins
hereinafter called the "Seller", and CLARENCE HENTHORNE (AKA) SONNY
hereinafter called the "Buyer(s)".

WITNESSETH: That in consideration of the mutual covenants herein contained, the Seller herein agrees to sell and convey
and the Buyer(s) agree to purchase all that certain property hereinafter called "said Property", situated in the County of
KLAMATH, State of OREGON, described as follows to wit:

3468 E. LAKE RD. OREGON SHORES #1, CHILOQUIN, OREGON 97624-7735

ASSESSOR'S PARCEL NO.: _____

Upon the following terms and conditions:

The purchase price of said property which the Buyer(s) agrees to pay is the sum of (\$ 32,000)

DOLLARS, payable as follows:

| | |
|----------------|-------------------|
| SELLING PRICE | \$ <u>32000</u> |
| DOWN PAYMENT | \$ <u>2000</u> |
| TO BE FINANCED | \$ <u>30,000</u> |
| INTEREST | <u>5 3/4</u> % \$ |
| TOTAL | \$ |

7 years ^{84 MONTHS} payments at \$ 434.68 each starting on the 20 day of Dec, 2013.
A like amount on the same date thereafter of each month until paid.

A 2500 late chg AFTER 10 DAY PAST DUE

Sale Price 32000.00
Down 2000.00

900.00 ESTIMATED closing cost To Be Paid when
OPENING ESCROW

Deposit AT OPENING OF ESCROW 2900.00

In the event the Buyer(s) fail to pay the interest or principal on any Contract above mentioned (if there to such) or any taxes
or the interest or principal of any improvement assessment or fire insurance premiums, as the same shall become due, then
it shall be lawful for the Seller to pay the same, and the amount so paid shall be a lien on said property and shall be added to
the amount due the Seller under this Contract, and shall thereafter bear interest at the rate of 3
(3) percent until paid. Should Buyer(s) declare self bankruptcy, or otherwise insolvent, the balance of the Contract shall
become due and payable forthwith.

The Buyer(s) agree to keep the buildings and improvements thereon in as good a state of repairs as they are now and at their
own expense to keep up and preserve in as good condition as they are now.

The Buyer(s) agree to pay any expenses which may be necessary to secure a renewal or extension of any note and mortgage
hereinabove mentioned, or a replacement thereof by a new note or mortgage shall be for the same amount of principal and
bear interest at a rate not to exceed that of the note and mortgage so replaced.

57000

Contract for Sale of Real Estate

CH
HAR
MCC
BY HCC
attorney in fact

Taxes are the responsibility of the Purchaser. All taxes must be paid as they come due. These taxes will not be added to this Contract and are not a part thereof. Tax billings will be sent to _____, and, in turn, forwarded to each Contract Purchaser.

It is expressly understood and agreed that each and everything to be performed by the Buyer(s), under the terms of this Contract, shall be considered to be a condition. Upon any default of the Buyer(s) of any of the terms, conditions, or covenants herein contained and by them to be kept and performed, the Seller may, at his own sole option and discretion either (1) forfeit and terminate this Contract, in which event the Seller shall declare this Contract as being forfeited, and all rights of the Buyer(s) hereunder shall thereupon cease and terminate and all sums of money theretofore paid hereunder shall be forfeited to and retained by the Seller as liquidated damages, and the Buyers shall immediately deliver to the Seller peaceful possession of said premises, and the Seller may forthwith re-enter said premises and all thereof and remove all persons therefrom: (2) the Seller may treat this Contract as continuing and may enforce the same either by specific performance or other appropriate remedy. Waiver of one or more defaults by the Seller, shall not constitute a bar to declare future default or defaults, nor shall an election to treat the Contract as continuing constitute a bar as to the right to declare any future default or defaults, and upon the occurrence of such future default or defaults, to again elect as to the remedy. The affidavit of the Seller that default has occurred shall be sufficient evidence of default for the escrow agent to deliver the deed and policy of title insurance to the Seller.

If any suit shall be brought by either party to enforce this Contract, the prevailing party to said suit shall be entitled to recover all costs and expenses necessarily incurred by him in connection therewith, including a reasonable attorney's fees to be fixed by the court.

This Contract cannot be assigned nor transferred without the written consent of the Seller.

It is expressly understood and agreed that the title of said property, both legal and equitable, anything herein to the contrary notwithstanding, shall remain solely with the Seller until the delivery of the deed to the Buyer(s) in accordance with this Contract.

The words "Buyer(s)" and "Seller" and any pronoun or pronouns used in connection therewith or in reference thereto, are intended to include the masculine, feminine, and neuter gender. It is mutually agreed by and between the parties hereto that the time of payments shall be the essence of the Contract, and that all covenants and agreements herein contained shall extend to and be binding upon heirs, administrators, executors, successors, and assigns of the respective parties hereto.

OTHER TERMS AND CONDITIONS:



IN WITNESS WHEREOF, the parties hereunto have executed these presents the day and year first above written.

BUYER(S)
Chenere Heathhouse
Signature
Chenere Heathhouse
Print or type name here

Signature

Print or type name here

Dated: _____

SELLER(S)
[Signature]
Signature
HARRY C. HALLAND
Print or type name here
Margaret C. Cellier
Signature
[Signature]
Print or type name here
Dated: 11-15-13




RES133

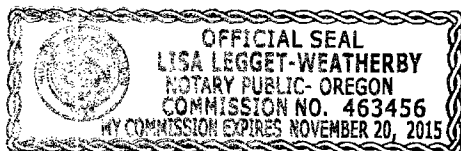
© Consult an attorney if you doubt this form's fitness for your purpose.

State of Oregon
County of Klamath

On this 26 day of December, 2013, personally appeared before me the above named Clarence Henthorne, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.


Notary Public for Oregon
My Commission expires: 11/20/2015

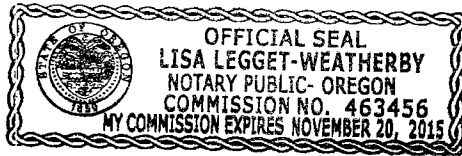


State of Oregon
County of Klamath

On this 15 day of November, 2013, personally appeared before me the above named Harry Cuillard for himself and for Margaret C. Collins as her attorney in fact ^{F. sw} and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

Lisa Weatherby
Notary Public for Oregon
My Commission expires: 11/20/2015



LEGAL DESCRIPTION

“EXHIBIT A”

Lot 1 in Block 6 of TRACT 1053 - OREGON SHORES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.