

88280



REAL ESTATE CONTRACT
(FOR OREGON)

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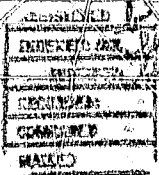
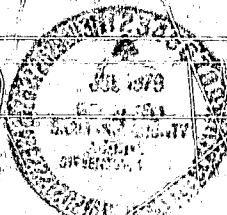
SANDS

8-200-2-100 (UP)

THIS CONTRACT, made and entered into this 15th day of June, 1979, by and between Ted W. Kent & Leona I. Kent, husband & wife, hereinafter called the "seller," and Robert S. Boyle & Robin I. Boyle, husband & wife, hereinafter called the "purchaser."

WITNESSETH That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the improvements, in Shawnee County, State of Oregon, to-wit:

Neat Street Plat Parcel Number 2 Parcel Book 2 Page 181



Indemnity and conditions of this contract are as follows: The purchase price is Seventeen Thousand Nine Hundred Fifty Dollars (\$17,950.00) of which Three Thousand Seven Hundred Thirty Seven Dollars (\$3,737.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred Fifty Dollars or more at purchaser's option, on or before the 15th day of July, 1979, and One Hundred Fifty Dollars or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid, the purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 percent per annum from the 15th day of June, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Ted W. Kent
200 Independence Blvd
Oregon City, Oregon 97045

No. 6820
TRANSACTION EXCISE TAX
JUL 3 1979
Amount Paid \$19.83
Clatsop County Treasurer
by Rosamund J. [Signature]

As referred to in this contract, "date of closing" shall be:

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and payable hereafter because a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at the interest and expense, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that no covenant of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser warrants all benefits of damage to or destruction of any improvements now on said real estate to be hereafter placed thereon, and of the benefits of a real estate or any part thereof for public use, and covenants that if such benefits, whether in or before the date of closing, are lost or destroyed, the purchaser shall be bound to the seller to pay the cost of such benefits, whether in or before the date of closing, to the seller, and the purchaser shall be bound to the seller to pay the cost of such benefits, whether in or before the date of closing, to the seller, and the purchaser shall be bound to the seller to pay the cost of such benefits, whether in or before the date of closing, to the seller.
- (5) The seller covenants, warrants, agrees to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.
- (6) The purchaser covenants to deliver to the seller at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.
- (7) The purchaser covenants to deliver to the seller at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.
- (8) The purchaser covenants to deliver to the seller at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.
- (9) The purchaser covenants to deliver to the seller at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.
- (10) The purchaser covenants to deliver to the seller at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate, and the seller covenants to deliver to the purchaser at the time of closing a purchase price of the real estate in standard form, or a government certificate issued by the Federal Bureau of Investigation, showing the purchaser to be the full owner of and purchaser of the real estate.

...to the purchase price and interest in the property above specified, to execute and deliver to the purchaser a deed of warranty...

Restrictions and Reservations of Record.

13. Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to...

14. In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance...

15. This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or covenant hereof...

16. Within ten days after the date of closing, the purchaser shall deliver to the seller a receipt for the purchase price...

17. Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees...

18. If the seller shall bring suit to prevent or adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees...

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

Ted W. Kent

(SEAL)

Robert E. Boyle

(SEAL)

Louis H. Boyle

(SEAL)

STATE OF OREGON

County of Clatsop

On this day personally appeared before me TED W. & LAURIE I. KENT

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of JUNE 1979

Roseanne L. Harding
Notary Public in and for the State of Oregon

residing at West Plains

My Commission expires July 16, 1982



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

CLERK OF CLATSOP COUNTY
COUNTY OF CLATSOP, OREGON
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, PRESENTED
TO ME BY [Name] on [Date]
WAS RECORDED IN BOOK [Number] PAGE [Page Number]
ON [Date] AT [Time]
CLERK OF CLATSOP COUNTY, OREGON
[Signature]