

loss payable to said Bank, Seller and Buyer as their respective interests may appear, and deliver policies on demand to the parties entitled to same; not to remove from the premises or sell any of the personal property, without the consent of Seller; not to assign this contract without the consent of Seller; and to pay Seller's reasonable attorney's fees, to be determined by the Court, in case of any suit or action to foreclose this contract or to enforce any of Seller's rights hereunder.

**SELLER MAY PAY
LIENS, TAXES
& ASSESSMENTS
OR OTHER
CHARGES
AND BE SECURED
FOR SAME**

It is agreed that should Buyer fail to make any payment called for in said Bank Mortgage, or fail to perform any of Mortgagor's obligations thereunder, then Seller, may, at her option, with or without notice, and without waiver of default, make such payments, or any part thereof, or may perform such obligation in whole or in part, and any payments so made by Seller or any expenses so incurred by her shall become immediately due and payable to her from Buyer, shall draw interest at the rate of 5% per annum until refunded, and shall be added to the unpaid balance of this contract. Likewise, should Buyer fail to keep the property clear of past due taxes, assessments, liens or other charges, or should she fail to deliver fire insurance policies above called for, then in any such event, Seller may, at her option, with or without notice, and without waiver of default, pay any of such taxes, assessments, liens or other charges, or any part thereof, and may secure and pay for such fire insurance, or any part thereof, and any payments so made by Seller shall become immediately due and payable to her from Buyer, shall draw interest at the rate of 5% per annum until refunded, and shall be added to the unpaid balance of this contract.

WAIVER

Waiver by Seller of any breach of the terms of this Agreement shall not be a waiver of subsequent breaches, if any. Any breach of the terms of this agreement by Buyer shall, at option of Seller, cause the entire unpaid balance of this contract to become immediately due.

It is agreed that title to said property, subject to rights of First National Bank of Portland, by virtue of mortgage above mentioned against the property, shall remain in Seller until Seller has been paid in full. Should Buyer default in making any payment called for herein, or in the performance of any other obligation hereunder, then Seller may, at her option, declare this agreement null and void at any time such default continues; in which event, the property with right to possession of same, will revert to and revert in Seller as absolutely as though this agreement had never been made, without refund or reclamation to Buyer for any payments made on the property or on said Mortgage against the property, or for any improvements made to the property, such payments and improvements, in such an event, to be considered reasonable rent and liquidated damages for breach of contract. The above stated remedies to Seller, in the event of default by Buyer, are not to be considered as exclusive, but are to be considered as cumulative and in addition of all other remedies permitted in Law or Equity.

The terms of this agreement shall extend to the heirs, administrators, executors, and assigns of the respective parties hereto.

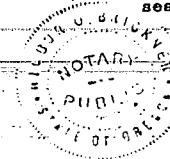
IN WITNESS WHEREOF, said parties hereunto set their hands and seals the day and year first above written.

Mary E. Strickland (SEAL)
MARY E. STRICKLAND
Pansy Hornbeak (SEAL)
PANSY HORNBEAK

STATE OF OREGON }
County of Klamath } ss.

On this 17th day of July, 1953, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared Mary E. Strickland, a single woman, and Pansy Hornbeak, a single woman, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I hereunto set my hand and official seal the day and year first hereinabove written.



Wilbur O. Brickner
Wilbur O. Brickner
Notary Public for Oregon
My commission expires October 29, 1955

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of WILSON TITLE & ABSTRACT CO.

this 29 day of July A.D. 1953 at 10:50 o'clock A.M. and

duly recorded in Vol. 262, of Books on Page 152.

CHAS. F. DELAP, COUNTY CLERK

By Ketty Homada Deputy
207300