

An executed copy of this agreement, together with the executed warranty deed of seller, purchaser's title insurance policy, fire insurance policies and bill of sale covering the personal property shall be placed in escrow at The First National Bank of Portland (Oregon), Klamath Falls Branch.

Said escrow holder is instructed that when and if buyer shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to buyer. Upon receipt of carbon copy of notice given by seller to buyer of buyer's default under this contract and the expiration of 10 days from the date of said notice, said escrow agent is instructed to surrender all of said documents to seller. Said escrow agent is instructed upon full payment of the above contract, to deduct the sum of \$20.90 from the last payment made hereunder for the purchase of revenue stamps to be affixed to the warranty deed of seller.

It is understood and agreed between the parties hereto that time is of the essence of this agreement and if buyer shall fail, refuse or neglect, for a period of 30 days to pay any of said installments, or interest, promptly as the same become due, or shall fail to keep and perform any of the agreements herein contained, then seller, at his option may terminate said contract. Notice of seller's election to terminate this agreement shall be given in writing by seller to buyer at the address of buyer below, and 10 days after the date of said notice all rights of buyer in and to said property and under this contract shall utterly cease and determine, and the property herein described shall revert to, and revert in seller without any declaration of forfeiture or act of re-entry, or without any other act by the seller to be done or performed and without any right of the buyer of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the seller for the buyer's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said documents to seller on demand for same, upon being supplied with a carbon copy of said notice of termination. In case suit or action is taken to enforce any provision of this agreement buyer agrees to pay, in addition to the costs and disbursements provided by law, such sums as the court may adjudge reasonable for seller's attorney fees therein.

Taxes and unexpired fire insurance premiums shall be prorated between the parties as of the date hereof, 10-1-56

Heirs, successors, representatives and assigns of the parties hereto are hereby declared to be bound and benefited by the terms hereof.

IT WITNESS WHEREOF, the parties hereto have executed this agreement, this day and year first hereinabove written.

Charles E. Schmitz (SEAL)

Vesta P. Wood (SEAL)

Arthur Wood (SEAL)

Carl J. Schmitz (SEAL)

Carl J. Schmitz (SEAL)

This agreement, together with the documents mentioned herein, and the escrow instructions contained herein, are received and accepted this 20th day of October 1956

THE FIRST NATIONAL BANK OF PORTLAND

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Carl J. Schmitz

this 20th day of February A.D. 1958 at 3:20 o'clock P.M., and

fully recorded in Vol. 297, of Deeds 4480 on Page 42

CHAS. F. DEAR, COUNTY CLERK

Fee \$2.50 By *Ida Stewart* Deputy

Prepared by:
FARMERS & MEXWELL
Attorneys at Law
First Federal Savings & Loan Bldg.
Klamath Falls, Oregon

Carl J. Schmitz
1118 Walnut
Klamath Falls, Oregon

FORM No. 11-1 QUITCLAIM DEED.
(Revised 1955)

26300 Vol. 247 Page 442

KNOW ALL MEN BY THESE PRESENTS, That CARL J. SCHMITZ

in consideration of ONE AND NO/100 Dollars

to him paid by LORENA E. SCHMITZ

do hereby remise, release and forever QUITCLAIM unto the said LORENA E. SCHMITZ

all his right, title and interest in and to the following described real property, with the tenements, hereditaments and appurtenances, situated in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

Lots 1 and 2 in Block 5 of Canal Addition to the City of Klamath Falls, Oregon, also the Northwestern one-half of that portion of vacated alley running through said Block 5 of Canal Addition adjacent to said Lot 2, according to the official plat thereof, records of Klamath County, Oregon,

To Have and to Hold the same unto the said Lorena E. Schmitz

her heirs and assigns forever.

Witness his hand and seal this 21st day of January, 1957.

Carl J. Schmitz (SEAL)

STATE OF OREGON,

County of KLAMATH } ss. On this 21st day of January, 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CARL J. SCHMITZ

who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Robert E. Davis
Notary Public for Oregon.
My Commission expires COMMISSION EXPIRES AUGUST 19, 1958

QUITCLAIM DEED

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 20th day of February, 1958, at 3:21 o'clock P.M., and recorded in book 297, on page 442. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Chas. F. Dear

By *Ida Stewart* Deputy

Fee \$1.50

AFTER RECORDING RETURN TO

Carl J. Schmitz
1118 Walnut
Klamath Falls, Oregon

DON'T USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED