

1 assigns, free and clear of encumbrances as of the date hereof excepting, how-
 2 ever, the said easements and restrictions and the taxes, municipal liens, water
 3 rents and public charges so assumed by the buyers and further excepting all
 4 liens and encumbrances created by the buyers or their assigns.
 5 And it is understood and agreed between said parties that time is of the
 6 essence of this contract, and in case the buyers shall fail to make the payments
 7 above required, or any of them, punctually within ten days of the time limited
 8 therefor, or fail to keep any agreement herein contained, then sellers, at their
 9 option, shall have the following rights: (1) To declare this contract null
 10 and void, (2) to declare the whole unpaid principal balance of said purchase
 11 price with the interest thereon at once due and payable and/or (3) to foreclose
 12 this contract by suit in equity, and in any of such cases all rights and
 13 interest created or then existing in favor of the buyers as against the sellers
 14 hereunder shall utterly cease and determine and the right to the possession of
 15 of the premises above described and all other rights acquired by the buyers
 16 hereunder shall revert to and re-vest in said sellers without any act of re-
 17 entry or any other act of said sellers to be performed and without any right of
 18 the buyers of return, reclamation or compensation for money paid on account
 19 of the purchase of said property, as absolutely, fully and perfectly as if this
 20 contract and such payments had never been made; and in case of such default all
 21 payments theretofore made on this contract are to be retained by and belong to
 22 said sellers as the agreed and reasonable rent of said premises up to the time
 23 of such default. And the said sellers, in case of such default, shall have the
 24 right immediately or at any time thereafter to enter upon the land aforesaid
 25 without any process of law and take immediate possession thereof together with
 26 all the improvements and appurtenances thereon or thereto belonging.
 27 The buyers further agree that failure by the sellers at any time to require
 28 performance by the buyers of any provision hereof shall in no way affect their
 29 right hereunder to enforce the same, nor shall any waiver by said sellers of
 30 any breach of any provision hereof be held to be a waiver of any succeeding
 31 breach of any such provision or as a waiver of the provision itself.
 32 In case suit or action is instituted to foreclose this contract, or to enforce

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1 any of the provisions hereof, the buyers agree to pay such sum as the court
 2 may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit
 3 or action.
 4 Buyers are satisfied with title of sellers and title insurance is not
 5 required of them.
 6 IN WITNESS WHEREOF, said parties have hereunto set their hands and seals
 7 on this, the 3d, day and year first above written.

Lucy Dixon (SEAL)

William E. Dixon (SEAL)

William E. Dixon (SEAL)

12 STATE OF OREGON)
 13 County of Klamath) ss

14 On this 22d day of April, 1903, before me, the undersigned, a notary public
 15 in and for said county and state, personally appeared the within named P. E.
 16 Dixon and Mabel Dixon, husband and wife, known to me to be the identical
 17 individuals described in the within instrument and acknowledged
 18 to me that they executed the same freely and voluntarily.
 19 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 20 seal the day and year first above written.

William E. Dixon
 Notary Public for Oregon
 My Commission Expires

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