

10. In the event of default on the part of BAIR and
 2 of BORN declaring this contract forfeited and re-taking possession
 3 of the real property herein contracted to be sold, BAIR shall
 4 convey to BORN a perpetual easement for roadway purposes over
 5 and across the South 23 feet of the NEANEX of Section 34,
 6 Township 39, Range 9, E.W.M.

11. Time shall be of the essence of this agreement, and
 8 if BAIR shall fail, refuse or neglect for a period of thirty (30)
 9 days to pay either or any of said installments or any of said in-
 10 terest promptly as the same become due, or shall fail to keep
 11 and perform any of the agreements herein contained, then all of the
 12 rights of BAIR in and to said property and under this contract shall
 13 at BORN'S option immediately and utterly cease and determine, and
 14 the property herein described shall revert to and re-vest in BORN
 15 without any declaration of forfeiture or act of re-entry, or without
 16 any right of BAIR of reclamation or compensation for money paid or
 17 for improvements made on said premises as fully, perfectly and
 18 absolutely as if this agreement had never been made, and all money
 19 theretofore paid to BORN under this contract shall thereupon be
 20 forfeited without process of law and shall be retained by and belong
 21 to BORN as the accrued and reasonable rent of said premises from
 22 this date to the time of such forfeiture and as liquidated damages
 23 to BORN for BAIR'S failure to complete this contract and in such
 24 case said escrow holder is hereby instructed to deliver said Deed,
 25 Abstract of Title and Conveyance of Easement from BAIR to BORN
 26 to BORN on demand for same, without notice to BAIR.

27 In case suit or action is taken to enforce any provision
 28 of this agreement BAIR agrees to pay, in addition to the costs and
 29 disbursements provided by law, such sums as the Court may adjudge
 30 reasonable for BORN'S attorney's fees therein.

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 PAGE (3-Contract)

LAW OFFICES
 L. ORTH SHERRE
 731 MAIN STREET
 KLAMATH FALLS, OREGON

1 IN WITNESS WHEREOF, the parties hereto have hereunto
 2 set their hands the day and year first above mentioned.

3 *E. G. BORN*
 4 *Dorothy R. BORN*
 5 Parties of the first part.

6 *Joe J. Bair, Joseph J. Bair*
 7 *Mary Ellen Bair*
 8 Parties of the second part.

13
 14
 15 STATE OF OREGON }
 16 COUNTY OF KLAMATH } ss. March 26, 1963

17 Personally appeared E. G. BORN and DOROTHY R. BORN,
 18 his wife, parties of the first part, and JOSEPH J. BAIR and
 19 MARY ELLEN BAIR, his wife, parties of the second part, and
 20 acknowledged the foregoing instrument to be their voluntary act
 21 and deed.

22 Before me:

23
 24 *Chas. J. Delap*
 25 Notary Public for Oregon
 26 My Commission Expires: 1/1/64

27 STATE OF OREGON; COUNTY OF KLAMATH, ss.

28 Filed for record at request of *E. G. BORN*
 29 this 26 day of March, A.D. 1963 at 12:40 o'clock P.M., and
 30 duly recorded in Vol. 344 of *Deeds* on Page 203.

31 CHAS. J. DELAP, COUNTY CLERK

32 By *Deputy* Deputy

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 32
 PAGE (4-Contract)

LAW OFFICES
 L. ORTH SHERRE
 731 MAIN STREET
 KLAMATH FALLS, OREGON