

Vendor agrees to sell to the vendee, and the vendee agrees to buy from the vendor, all of the following described property situate in Klamath County, State of Oregon, to-wit:

TRACT OF LAND, BEING THE S43S22 of Section 26,

The SW¹/₄, and the SE¹/₄ of Section 36, Township 35 South, Range 11, E. W. M. Subject to: Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Reservations of all sub-surface rights, except water, in trust to Roselda Turner Jackson Decker Lawlor, et al, including the terms and provisions thereof, as disclosed by instrument recorded December 2, 1957, in Deed Volume 296 at page 63; Records of Klamath County, Oregon;

Inc., an Oregon Corporation, is hereby acknowledged, \$ 4,000.00 at the time of the execution
with interest at the rate of 7 %
payable 5,050.31 on October 4, 1969
of this agreement, the receipt of which is hereby acknowledged, \$ 5,050.31
per annum from April 4, 1969 to October 4, 1970
accrued interest, on October 4, 1969; and \$2,525.15, plus
accrued interest, on April 4, 1970.

[illegible]

the possession of said property **April 4, 1903.**

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except **as above stated**

sum of \$23,000.00 together with one of these agreements in escrow at the United States District Court, Oregon, and shall enter into written escrow. Chiloquin, Oregon, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to ~~Glenger Enterprises, Inc.~~ Glenger Enterprises, Inc. but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment, and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor, he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

Peter B. Lewis
Kevin Mary Burke
Robert Johnson
Patricia A. Johnson

FORM No. 645—ACKNOWLEDGMENT (INDIVIDUAL) (Uniform Acknowledgment Act.) 571 STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON } ss.
 County of Klamath }
 On this the 3 day of April, 1969, before me,
 Patty Jean Sherrill, the undersigned
 officer, personally appeared KEVIN MARY BURKE and BETTE B. LEWIS

known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the
 within instrument and acknowledged that THEY executed the same for the purposes therein contained.
 In witness whereof I hereunto set my hand and official seal.

My Commission Expires 6-22-69

NOTARY PUBLIC FOR OREGON

STATE OF OREGON; COUNTY OF KLAMATH, ss.

Filed for record at request of Transamerica Title Ins. Co.

this 3rd day of April, A.D. 1969, at 4:00 P.M., and
 duly recorded in Vol. M-69 of Deeds on Page 2415

From the office of
 Gehring, Gehring & Gordon
 Attorneys at Law
 First Federal Bldg.
 Klamath Falls, Ore.

Rel. Johnson
 2030x4641 95465
 Bravelli

Fee: \$3.00

W.D. MILNE, County Clerk

By Donna James