

THIS CONTRACT, Made this 10th day of December, 1969, between
K. E. Sandner and Katherine A. Sandner, husband and wife, hereinafter called the seller,
and Verne E. Baxter and Evethelyn Baxter, husband and wife, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

A tract of land in the N½ of the NE¼ of Sec. 8, T. 24 S.,
R. 9 E., Klamath Co., Oregon described as follows:

Beginning at the N. E. corner of said Sec. 8; thence N 89° 37' 24" W,
along the North line of said Sec. 8, 655.42 ft. to the East line of
the W½ of the NE¼ of the NE¼ of said Sec. 8; thence S 0° 07' 44" E,
along said East line, 435.35 ft. to the true point of beginning; thence
continuing along said East line S 0° 07' 44" E, 435.35 ft.; thence N 89°
41' 52" W, 985.01 ft.; thence N 0° 00' 14" W, 435.98 ft.; thence S 89°
39' 38" E, 984.06 ft. to the true point of beginning.

TOGETHER WITH AND SUBJECT TO A road and utility easement over and across
the Southerly 30 ft. of the N½ of the NE¼ of said Sec. 8 and the Easterly
30 ft. of the W½ of the NE¼ of the NE¼ of said Sec. 8.

TOGETHER WITH AND SUBJECT TO Rights, Right of Ways, and Easements
established through existing usage and of record.

for the sum of Nine Thousand Nine Hundred Ninety Five Dollars (\$ 9995.00)
(hereinafter called the purchase price), on account of which One Hundred Thirty Four and no/100
Dollars (\$ 134.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 9861.00) to the order
of the seller in monthly payments of not less than Sixty Seven and no/100
Dollars (\$ 67.00) each,

payable on the 15th day of each month hereafter beginning with the month of January, 1970,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
all deferred balances of said purchase price shall bear interest at the rate of seven per cent per annum from
December 15, 1969 until paid, interest to be paid monthly and * being included in
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes,
(B) for investment or business purposes, or both, and the buyer agrees to execute and deliver to the seller a deed of trust in favor of the seller as security for the performance of the obligations of the buyer hereunder.

The buyer shall be entitled to possession of said lands on December 15, 1969, and may retain such possession so long as
he is not in default under the terms of this contract. The buyer agrees that he will keep the buildings on said premises, now or hereafter
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will
insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
such liens, costs, water rents, taxes, or charges or to prosecute and pay for such insurance, the seller may do so and any payment so made shall be added
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to
the seller for buyer's breach of contract.

at time of deed
The seller agrees that at his expense and within days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said
premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances
since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal
liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within the time limited hereof, or fail to keep any agreement herein contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of
all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the
possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid
of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid
on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said
premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or therein belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
his right hereunder to enforce the same, nor shall any waiver by said seller of any provision hereof be held to be a waiver of any suc-
ceeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 9995.00 . @However, the actual consid-
eration consists of or includes other property or value given or promised which is part of the consideration (indicate which).@

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
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 the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singu-
lar pronouns 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
by its officers duly authorized thereunto by order of its board of directors.

Verne E. Baxter
Evethelyn Baxter

Katherine A. Sandner

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If war-
ranty (A) is applicable, Stevens-Ness Form No. 1308 may be used for disclosures under the Truth-in-
Lending Act and Regulation Z unless the contract will become a first lien to finance the purchase of a
dwelling in which event Stevens-Ness Form No. 1307 may be used.

NOTE: The sentence between the symbols (A), if
not applicable, should be deleted; see Oregon Re-
vised Statutes, Section 93.030. (Notarized acknowl-
edgment on reverse).

10233

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
1-15-2		57.52		9.48	98.21 22						
2-15		57.47		9.53	98.41 99						
3-15		57.41		9.59	98.32 10						
4-15		57.34		9.64	98.22 26						
5-15		57.30		9.70	98.13 26						
6-15		57.24		9.76	98.03 30						
7-15		57.19		9.81	97.93 49						
8-15		57.13		9.87	97.82 15						
9-15		57.07		9.93	97.72 29						
10-15		57.01		9.99	97.62 11						
11-15		56.94		10.04	97.52 26						

CONTRACT

(FORM No. 706)

STEVENS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

K.E. SANDNER & HAINES
A. SANDNER - Farmer & Dancer
 Address *Box 344, Hall, Oregon*
 AND
VERNE E. BAXTER & EVELYN M. BAXTER
 Address *Hudson, Oregon*

Dated *10 Dec*, 19*69*
 Lot *Block*
 Addition

STATE OF OREGON,

County of *KIAMATH*
 I certify that the within instrument was received for record on the *17th* day of *November*, 19*70*, at *11:23* o'clock *A.M.*, and recorded in book *M70* on page *10232*.
 Record of Deeds of said County.
 Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By *Phyllis Pettit*
 Fee *\$3.00*
 AFTER RECORDING RETURN TO

VERNE E. BAXTER
804 S.W. 54th
PORTLAND, OREGON 97219

STATE OF OREGON,

County of *DESCHUTES*
DECEMBER 10, 19*69*

Personally appeared the above named
VERNE E. BAXTER
EVELYN M. BAXTER
K.E. SANDNER
KATHLEEN H. SANDNER

and acknowledged the foregoing instrument to be *THEIR* voluntary act and deed.

Before me:
William A. Wofford
 Notary Public for Oregon
 My commission expires *Dec 23, 1971*

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
 Notary Public for Oregon
 My commission expires: _____

(OFFICIAL SEAL)

Nov 17 4 41 PM '69