

8607

The Buyer shall not be deemed in default for failure to perform the terms, covenants and conditions of this contract other than the failure to make payments as provided for herein until written notice of said default has been given by Seller to Buyer and Buyer shall fail to remedy said default within thirty (30) days after the giving of said notice. If Buyer shall fail to make payment in the manner and at the times as hereinabove provided and said failure to make payment shall continue for more than thirty (30) days after the same becomes due, the Buyer shall be deemed in default and Seller shall not be obligated to give notice to Buyer of a declaration of said default.

In addition to the aforementioned remedies, Seller shall have any and all other remedies under the law.

17. PAYMENT OF COURT COSTS:

If suit or action is instituted to enforce any of the provisions of this contract, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney fees in said suit or action in any court including any appellate court, in addition to costs and disbursements provided by statute. Prevailing party shall also recover cost of title report.

18. WAIVER OF BREACH OF CONTRACT:

The parties agree that failure by either party at any time to require performance of any provision of this contract shall in no way affect the right to enforce that provision or be held a waiver of any subsequent breach of any such provision.

Dated at La Pine, Oregon this 12th day of June, 1971.

Bernard Dooney
Bernard Dooney
Kenneth O. Smith
Kenneth O. Smith

SELLERS
Robert L. Dixon
Robert L. Dixon
Cleo J. Dixon
Cleo J. Dixon

BUYERS

CONTRACT OF SALE

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STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of TRANSAMERICA TITLE INSURANCE CO
this 17th day of AUGUST A. D., 1971 at 11:44 o'clock A.M., and duly recorded in
Vol. M 71 of MISCELLANEOUS on Page 8604
Fee \$6.00

WM. D. MILNE, County Clerk

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