

Seller agrees to leave in the washroom of The Malin Inn one General Electric Filter-Flo washing machine and one General Electric automatic clothes drier. It is agreed that Seller is retaining ownership of said machine and shall have the right to remove the same at any time. Until such time as the same are removed from said premises, it is agreed that they may be used both by Seller and Buyers.

Should Buyers fail to keep the premises clear of past due taxes, liens, assessments or other charges imposed against said real property, or should they fail to keep the buildings insured against loss by fire, as herein provided, Seller may at his option, without notice and without waiver of such default, pay such taxes, liens or assessments or insurance premiums, or any part thereof; and any payments so made by Seller shall become immediately due and payable by Buyers and shall bear interest at the rate of 9% per annum until refunded.

Should Seller fail to satisfy any liens or encumbrances against said property as herein provided, Buyers shall have the option to satisfy the same and deduct such sums as they are required to pay for such satisfaction from the purchase price herein.

Should any of the buildings on the land be damaged or destroyed by fire, Seller at his option shall be entitled to receive the proceeds from any insurance policy thereon in that proportion which the unpaid balance of the purchase price herein bears to the total said purchase price.

Should Buyers fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall have, subject to the requirements of notice as herein provided, the following rights: (a) to foreclose this contract by strict foreclosure in equity; (b) to declare the full unpaid balance of the purchase price immediately due and payable; (c) to specifically enforce the terms of this agreement by suit in equity; or (d) to declare this agreement null and void as of the date of the breach of contract and to retain as liquidated damages the amount of any payments theretofore made under this contract. If Seller elects to declare this agreement null and void, all of the right, title and interest of Buyers shall revert to and revest in Seller without any act of re-entry or without any other act by Seller performed; and Buyers agree in such event to peaceably surrender the premises to Seller, and in default of such delivery, Buyers at the option of Seller may be treated as a tenant holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, including failure to make payment as herein provided, until notice of such default has been given to them by Seller and Buyers shall have failed to remedy such default within 30 days after such notice is given. Notice for this purpose shall be deemed to have been given upon the deposit in the mails of a certified letter containing said notice and addressed to Buyers at Malin, Oregon 97632.

In the event that suit or action be instituted by either party to enforce any rights under this contract or for any matters in any way arising out of this contract, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover in addition to costs and disbursements such further sum as to the Court may seem reasonable as attorneys fees.

IN WITNESS WHEREOF, said parties hereunto set their hands.

Ernest F. Regan
Ernest F. Regan

H. L. Sharp
H. L. Sharp
Jeffer D. Sharp
Jeffer D. Sharp

STATE OF OREGON)
County of Klamath) ss

On this 30th day of March, 1972, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared Ernest F. Regan and H. L. Sharp and Jeffer D. Sharp, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Wilbur O. Brickner
Notary Public for Oregon
My comm. expires Oct. 29, 1975

STATE OF OREGON)
County of Klamath) ss.

Filed for record at request of:
WILBUR O. BRICKNER
on this 20th day of APRIL A. D. 19 72
at 11:28 o'clock A. M. and duly
recorded in Vol. M 72 of DEEDS
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WM. D. MILNE, County Clerk
By W. D. Milne Deputy.
Fee \$8.00