

and shall enter into written escrow instruction in form satisfactory to said escrow holder, insuring said 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 vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually 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 the 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 by this contract 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 forfeiture, and without any other act by vendor to be performed and without any right of vendee of redemption or compensation for money paid or for improvements made, on 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 on 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 vendee of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or of 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, on 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.

By Richard J. Meeker President
By Donald M. Berger Secretary

Donald M. Berger
Donald M. Berger

From the office of
Gibson, Gordon & Gibson
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.
Return To:
Miss Mrs. Donald M. Berger
4001 Granite Creek Rd.
Santa Cruz, Calif.

13733

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

05850 STEVENSON-BESS LAW FIRM CO., PORTLAND

STATE OF OREGON,

County of Klamath ss. On this 22nd day of November, 1972,
 before me appeared Richard J. Meeker and
Dorothy Meeker Orr both to me personally known, who being
 duly sworn, did say that he, the said Richard J. Meeker
 is the President, and she, the said Dorothy Meeker Orr
 is the Secretary of Meeker Farms, Inc.
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
 of Directors, and Richard J. Meeker and Dorothy Meeker Orr
 acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
 the day and year last above written.

JAMES W. WESLEY
 Notary Public for Oregon
 My commission expires _____

James W. Wesley
 Notary Public for Oregon.
 My commission expires 12-31-74

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.this 30th day of November, A. D. 1972 at 3:15 o'clock P. M., andis recorded in Vol. M 72, of DEEDS on Page 17331

Fee \$6.00

By W. D. Miller, County Clerk
W. D. Miller