

KNOW ALL MEN BY THESE PRESENTS, That I, LINDA JEAN POWELL - - -

have made, constituted and appointed, and by these presents do hereby make, constitute and appoint EUNICE B. McCARTY and/or GRACE EMOGENE McCARTY - - -

my true and lawful attorney for me and in my name, place and stead, and for my use and benefit to demand, sue for, recover, collect and receive all such sums of money, debts, rents, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to me, to have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise, settle and adjust and to execute and deliver acquittances or other sufficient discharges for any of the same; to bargain, contract for, purchase, receive and take lands, tenements, hereditaments, and accept the seisin and possession thereof and all deeds and other assurances in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, including my rights of dower, of curtesy and of homestead in any of the same for such price, upon such terms and conditions and with such covenants as my said attorney shall think fit; to sell, transfer and deliver all or any shares of stock owned by me in any corporation for any price and receive payment therefor and to vote any such stock as my proxy; to bargain for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatsoever nature or kind; for me and in my name and as my act and deed, to sign, seal, execute, acknowledge and deliver all deeds, covenants, indentures, agreements, mortgages, pledges, hypothecations, bills of lading, bills, bonds, notes, evidences of debt, receipts, releases and satisfactions of mortgages, judgments and other debts payable to me and other instruments in writing of whatever kind and nature which my said attorney in his discretion shall deem to be for my best interests; to have access to any safety deposit box which has been rented in my name, or in the name of myself and any other person or persons; to sell, discount, endorse, deliver and/or deposit all checks, drafts, notes and negotiable instruments payable to my order, or withdraw any moneys deposited in my name with any bank and generally to do any business with any bank or banker on my behalf; also

to collect all child support moneys now due or which may hereafter become due me pursuant to that certain decree of dissolution of marriage dated the 28th day of August, 1974, and signed by the Honorable Donald A. W. Piper, Circuit Court Judge of the Circuit Court of the state of Oregon for the county of Klamath, in the matter of the dissolution of the marriage of Linda Jean Powell, petitioner, and Reginald William Powell, respondent, number 74-294 E.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or my said attorney's substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

In construing this instrument and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 5th day of August, 1974.

Executed in the presence of

Linda Rose Pankratz

Mira M. Lathrop

Bette J. Greenwood

(Some states require 3 witnesses, so 3 suggested.)

Linda Jean Powell (SEAL)

(SEAL)

STATE OF OREGON,

County of Klamath ss.

On this 5th day of August, 1974.

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Linda Jean Powell

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

Notary Public for Oregon
My Commission expires 8-2-78

Power of Attorney

LINDA JEAN POWELL

TO

EUNICE B. McCARTY and/or

GRACE EMOGENE McCARTY

No.

AFTER RECORDING RETURN TO
Grace E. McCarty
1941 Orchard St.
Klamath Falls, Ore.

(DON'T USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COURT.
TIES WHERE
USED.)

FILE 32-00

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 5th day of September, 1974, at 10:15 o'clock A.M., and recorded in book M-74 on page 11852 Record of Gen. Power of Attorney of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

Title Deputy

11854

Warranty of Possession:

Buyer shall be entitled to possession of said premises on the date of this contract and shall have the right to remain in possession so long as Buyer is not in default under the terms of this contract.

Buyer's Inspection:

Buyer has purchased the property solely upon Buyer's own personal inspection and in its present actual condition and has not relied upon any warranties or representations made by the Seller, or by any agent of the Seller.

Warranty of Title:

Seller warrants and represents to Buyer that Seller owns the property in fee simple free from all encumbrances except subject to restrictions in the patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County.

Payment of Seller's Liens:

Seller warrants that Seller will make all payments on any contracts, mortgages, liens, judgments or other encumbrances outstanding which Seller has incurred during or prior to this contract as the same fall due except this year's taxes, and that in the event of Seller's failure to do so, Buyer shall have the right to make such payments and take credit on this contract at Buyer's option.

Payment of Taxes and Other Liens:

Buyer will pay all liens which Buyer permits or which may be lawfully imposed upon the property promptly and before the same or any part thereof become past due. In the event that the Buyer shall allow the taxes or other assessments upon the property to become delinquent or shall fail to pay any lien or liens imposed or permitted upon the property as they become due, the Seller without obligation to do so, shall have the right to pay the amount due and to add said amount to the contract balance, to bear interest at the rate provided herein.

Removal of Improvements:

No improvements placed on the property shall be removed before this contract is paid in full.

Use of Property:

Buyer agrees not to abuse, misuse or waste the property, real or personal, described in this contract and to maintain the property in good condition.

Seller warrants and represents to Buyer that Seller has obtained preliminary subsurface sewage disposal approval. Seller further warrants to Buyer that if during the first year after this purchase Buyer can not obtain an individual approval on said lot Seller will make full refund of all monies to Buyer. Seller further agrees to pay the cost of well drilling beyond a depth of 50', if water is not obtained at a higher level.

Seller will maintain dedicated roads in subdivision until January 1, 1976 but not including snow removal.

Buyer's Deed:

When the Buyer pays and performs this contract in full, Seller shall give to Buyer, or Buyer's heirs or assigns, a good and sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances excepting liens and encumbrances suffered or permitted by the Buyer or Buyer's heirs or assigns and subject to restrictions in the patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County.

Seller's Remedies:

Time is of the essence of this contract and Buyer agrees to promptly make all payments when due and to fully and promptly perform all other obligations of this contract. In the event of default by the Buyer upon any of the terms and conditions contained herein and after 30 days written notice of default by Seller:

- (1) Seller may declare this contract terminated and at an end and upon such termination, all of Buyer's right, title and interest in and to the described property shall immediately cease. Seller shall be entitled to the immediate possession of the described property; may forcibly enter and take possession of said property removing Buyer and his effects; and all payments theretofore made by Buyer to Seller and all improvements or fixtures placed on the described property shall be retained by the Seller as liquidated damages, or in the alternative,
- (2) Seller may, at his option, declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and foreclose this contract by strict foreclosure in equity, and upon the filing of such suit all of the Buyer's right, title and interest in and to the above-described property shall immediately cease. Seller shall be entitled to the immediate possession of said property; may forcibly enter and take possession of said property removing Buyer and his effects and all payments theretofore made by Buyer to Seller and all improvements or fixtures placed on the described real property shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with the suit for strict foreclosure but shall be in furtherance thereof; and in the event Buyer shall refuse to deliver possession upon the filing of such suit, Buyer, by the execution of this contract, consents to the entry of an interlocutory order granting possession of the premises to the Seller immediately upon the filing of any suit for strict foreclosure without the necessity of the Seller posting a bond or having a receiver appointed, or in the alternative,
- (3) Seller shall have the right to declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and in such event, Seller may either bring an action at law for the balance due, thereby waiving the security, or in the alternative, may file suit in equity for such unpaid balance of principal and interest and have the property sold at judicial sale with the proceeds thereof applied to the court costs of such suits, attorney's fees, and the balance due Seller, and may recover a deficiency judgment against the Buyer for any unpaid balance remaining on this contract.
- (4) In addition to the aforementioned remedies, Seller shall have any and all other remedies under the law.

Payment of Court Cost:

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's 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.

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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

Dan David & Associates, Ltd

this 5 day of Sept A.D., 1974 at 11:36 o'clock a M., and duly recorded in

Vol. M-74

of deeds

4.0

WM. D. MILNE County Clerk
By *[Signature]* Deputy