

THIS CONTRACT, Made this 1st day of October, 1974, between
 Marian H. Judd and Gregory L. Judd Sr.,
 and Ralph D. Dauster and Betty Jane D. Dauster, hereinafter called the seller,

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 de-
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 5, of Sportsman Park, Klamath County, Oregon, according to the
 official plat thereof on file in Klamath County, Oregon.

Lot 6, Sportsman Park, Klamath County, Oregon, according to the
 official plat thereof on file in Klamath County, Oregon.

SUBJECT TO: The agreement of January 25, 1924, recorded February
 15, 1924 in Vol. 63 at page 460 of Klamath County, Oregon, Deed Records,
 concerning the operation of the dam and control of the water levels
 of Upper Klamath Lake, reservations contained in the dedication of
 Sportsman Park and to building and use restrictions which grantees,
 their heirs, grantees and assigns, assume and agree to fully observe
 and comply with

for the sum of Nineteen thousand seven hundred fifty Dollars (\$ 19,750.00),
 (hereinafter called the purchase price), on account of which Five thousand
 Dollars (\$ 5,000.00) 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: \$ 14,750.00) to the order
 of the seller in monthly payments of not less than one hundred fifty and no/100----
 Dollars (\$ 150.00) each,

payable on the 10th day of each month hereafter beginning with the month of November, 1974,
 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 7 per cent per annum from
 October 10, 1974 until paid, interest to be paid 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 the buyer's personal, family, household or agricultural purposes.

(b) not primarily for the buyer's business, trade, investment or other commercial purposes.

The buyer shall be bound to maintain the property 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 by all sums and attorneys' 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 of buyer's expense he will
 insure and keep insured all buildings now or hereafter erected on said premises against fire or damage by fire (with extended coverage) in an amount

not less than \$ 14,750.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer or
 their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. If the buyer shall fail to pay any
 such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment on credit 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.

The seller agrees that at his expense and within days from the date hereof, he will furnish unto buyer a title insurance policy in
 uring (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 covenants now of record. If any title 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 satisfactory deed conveying same
 premises in fee simple unto the buyer, his heirs and assigns, free and clear of all 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 covenants and restrictions and the taxes, municipal
 liens, water rents and public charges as assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Before, by ticking out, whichever phrase and whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and if the seller is
 a creditor, or each word is deleted in the Truth-in-Lending Act and Regulation Z, the seller must comply with the Act and Regulation by making required disclosures.
 For this purpose, use Oregon-Form No. 1300 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use
 Oregon-Form No. 1207 or similar.

Gregory L. & Marian Judd
 3431 So. Pacific Highway Sp. 76
 Medford, Oregon 97501

SELLER'S NAME AND ADDRESS

Ralph & Betty Dauster
 2048 Stillwater Way
 Sacramento, Calif.

BUYER'S NAME AND ADDRESS

Gregory L. & Marian Judd
 3431 So. Pacific Highway Sp. 76
 Medford, Oregon 97501

NAME ADDRESS, ETC.

Send a check to requested all the documents shall be sent to the following address:

Ralph & Betty Dauster
 2048 Stillwater Way
 Sacramento, Calif. 95820

NAME ADDRESS, ETC.

STATE OF OREGON.

County of

I certify that the within instru-
 ment was recorded for record on the
 day of 19

at o'clock M., and recorded
 in book on page or as
 file/reel number

Record of Deeds of said county.
 Witness my hand and seal of
 County official.

Recorded Officer

Deputy

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 ten days of the time limited therefor, 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 said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, 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 hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, redemption 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 thereto 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 of any breach of any provision hereof be held to be a waiver of any succeeding 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 \$19,750.00. XXXXXXXXXXXXXXXX
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 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned 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.

Marian W. Judd *Ralph D. Dauster*
Betty Jane D. Dauster

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, ss.

County of Klamath
October 1, 1974.

Personally appeared the above named GREGORY, L. Judd & Marian W. Judd and Ralph D. Dauster & Betty Jane D. Dauster, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *James M. Logan Smith*
Notary Public for Oregon
My commission expires March 27, 1977

STATE OF OREGON, County of _____, ss.
19____.

Personally appeared _____, 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: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of _____, Gregory L. Judd and Marian W. Judd
this _____ day of _____ A. D. 1974, at _____ o'clock _____ P. M. and duly recorded in
Vol. _____ of _____ Deeds _____ on Page _____ 13215

Fee \$4.00

WM. D. MILNE, County Clerk
Carol J. Shuler Deputy