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THIS CONTRACT, Made the first

343 page 182, records of Klamath County, Oregon.

April -

, 19.**67**. , between HOWARD B. BARNHISEL and MAYBELLE E. BARNHISEL, husband and wife klamath of the County of and State of ... Oregon ... hereinafter called the first party, and. JESSE H. HOUSE and MARY M. HOUSE, husband and wife of the County Mlamath and State of Oregon hereinafter called the second party. WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klemath , State of Oregon , to-wit:
Beginning et a point North 32°14' West 179.15 feet from a stone monument in the center of the northerly end of Conger Avenue; thence North 32cll! West 70.20 feet; thence South 72 12' West to Link River; thence down Link River to a point South 72012' West of the point of beginning; thence North 72012' East to the point of beginning; Also, Beginning at a point North 3201h! West 549.35 feet from a stone monument in the center of the Northerly end of Conger Avenue; thence North 32011 West 88.88 feet; thence South 72012' West to Link River; thence down Link River to a point South 72012' West of the point of beginning; thence North 72012' East to the point of beginning, Said lends being located in Lots 7 and 8 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon. SUBJECT TO: Agreement to The California Oregon Power Company, dated Merch 21, 1925, recorded April 25, 1925, in Deed Volume 65 page 512, records of Klameth County, Oregon, as amended by Agreement dated July 9, 193b, recorded July 28, 193b, in Deed Volume 103

page 321, records of Elamath County, Oregon. Right of Way Essement to Pacific Power and Light Company, dated February 4, 1963, recorded February 13, 1963, in Leed Volume

day of

for the sum of -- Sixteen Thousand and no/100--is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of SLX per cent per annum from mainder to be paid to the order of the first party with interest at the rate of \$1x per cent per annum from April 1, per cent per annum from April 1, per cent per annum from the dutes and in amounts as follows: \$800.00, plus interest at 6% per annum on or before July 15, 1967; the balance of \$15,000.00, payable in monthly installments of not loss than \$100.00 each payable on the first day of each month beginning with May, 1967, with the balance in full to be paid on or before April 1, 1982. Interest at the rate of 6% per snow to be included in \$100.00 monthly payments.

This contract cannot be sold or assigned until the principal balance due is reduced to not more than 312,000.00.

and all liens and encumbrances created by the second party, or second party's assigns

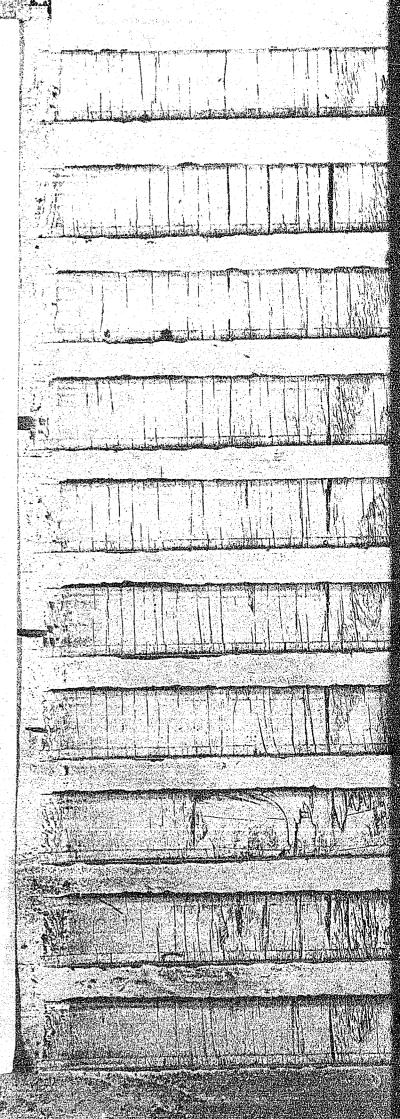
and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of that the times above specified, or fall to keep any of the other terms or conditions of thi formance being declared to be of the essence of this agreement, then the first party shall contract null and void, (2) to declare the whole unpaid principal balance of said purchase payable and/or (3) to forcelose this contract by suft in equity, and in any of such cases, all existing in favor of the second party derived under this agreement, shall uterly cease are revert and revest in the first party without any declaration of forfeiture or act of re-entry performed and without any right of the second party of reclamation or compensation for riutely, fully and perfectly as if this agreement had never been made.

And in case suft or netlow is instituted to forcelose this contract or the supposes any

And in case suit or action is instituted to furcelose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintly in said suit or action and if an appeal is taken from any Judgment or decree of such trial court, the buyer further premises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal. The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall, in no way affect first party is right hereunder to enforce the same, nor shall any waiver by sold first party 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.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.



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