

BARGAIN AND SALE DEED

12047
KNOW ALL MEN BY THESE PRESENTS, That Eugene duBois and Elizabeth duBois, Husband & Wife, as Tenants by the Entirety, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Theresa A. Keller, Husband & Wife, as Tenants by the Entirety hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Block 1, Lot 6 of Sprague River Village.

Subject to all conditions, covenants, reservations, restrictions, easements, rights and rights of way of record, official records of Klamath County, State of Oregon.

12 35
176 APR
IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE.
To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,400.00
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols is not applicable, should be deleted. See ONS 11-10-6.)
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 16th day of March, 1976; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(x) Eugene duBois
(x) Elizabeth duBois

(If executed by a corporation, affix corporate seal)

STATE OF ~~OREGON~~ California }
County of Los Angeles } ss.
March 16, 1976

Personally appeared the above named
Eugene duBois and Elizabeth
duBois

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) Dorothy A. Tissot
Notary Public for ~~OREGON~~ California
My commission expires 4-21-1978

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

Personally appeared _____ and
_____, 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 the said officers were duly authorized and each of
them acknowledged said instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) DOROTHY A. TISSOT
NOTARY PUBLIC - CALIFORNIA (CAL.)
LOS ANGELES COUNTY
My Commission Expires April 21, 1978
1123 S. San Gabriel Blvd. - San Gabriel, CA 91776

Eugene duBois & Elizabeth duBois
25202 W. Piuma Road
Calabasas, California 91302
GRANTOR'S NAME AND ADDRESS

Gerald M. & Theresa A. Keller
4832 E. Florence Avenue
Bell, California 90201
GRANTEE'S NAME AND ADDRESS

After recording return to:
Mr. & Mrs. Gerald M. Keller
c/o Nordland, 1123 So. San Gabriel Blvd.
San Gabriel, California 91776

Until a change is requested all tax statements shall be sent to the following address.
Gerald M. & Theresa A. Keller
4832 E. Florence Avenue
Bell, California 90201
NAME, ADDRESS, ZIP

STATE OF OREGON, _____) ss.

County of _____
I certify that the within instru-
ment was received for record on the
5th day of _____, 1976
at _____ o'clock _____ M., and recorded
in book _____ page _____ or as
file/reel number _____
Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Recording Officer
By _____ 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 to sue to enforce 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 vest in and with the seller without any act of re-entry, or any other act of said seller to be performed and without any right of return, redemption or compensation for money 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 returned by and being 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 above said, without any process of law, and take immediate possession thereof together with all the improvements and appurtenances thereon or therein 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 by said seller 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 \$ 800.00. However, the actual consideration consists of or includes other property or value given or promised which is not stated in the above consideration, and which is not stated in the above consideration.

In case suit or action is instituted to enforce 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 of 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.

Wayne Negus
Robert L. Negus
Jack K. Ramsey
Patricia M. Ramsey

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

STATE OF OREGON,

County of Klamath, ss.
April 5, 1976

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19 _____,

_____ and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the

_____ 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 be-

half 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: _____

Notary Public for Oregon

My commission expires _____

(OFFICIAL SEAL)
Marjorie Stump
Notary Public for Oregon
My commission expires 1-30-78

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

STATE OF OREGON
County of Klamath
April 5, 1976

Personally appeared the above named
Wayne Negus and acknowledged the foregoing
instrument to be his voluntary act and deed.

Before me: _____

Marjorie Stump
Notary Public for Oregon
My commission expires 1-30-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

And for record at request of _____

this _____ day of _____, A.D. 1976/

duly recorded in Vol. 176, of _____, on _____, 1976.

Wm D. MILNE, County Clerk

John D. Drazle

IMPORTANT
a creditor, as
for this purpose
Slevens-Near

Wayne &
Rt. 3, Box
Klamath Falls

Linda J.

Crescent,

After recording return to

Wayne & R
Rt. 3, Box
Klamath Falls

Until a change is requested

Wayne & R
Rt. 3, Box
Klamath Falls