



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: To declare this contract null and void, to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and to cause the same to be paid in cash, 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 with or 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 money paid on account of the purchase of said property as absolutely, fully and perfectly as if the contract and such payments had never been made, and in case of such default all payments theretofore made on the 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 above said, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon 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 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 of a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1,250.00

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 or the buyer may be more than one person, that if the context so require, the singular pronoun shall be taken to mean and include the plural, the masculine 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  
Wayne Negus

Linda J. Rainey  
Linda J. Rainey

Robert L. Negus  
Robert L. Negus

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93 0101

STATE OF OREGON, )  
County of Klamath ) ss. STATE OF OREGON, County of Klamath ) ss.  
April 7 - 1976 ) 19

Personally appeared the above named Wayne Negus, Roberta L. Negus and Linda J. Rainey, 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

and acknowledged the foregoing instrument to be their voluntary act and deed, 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 1-30-78  
Before me: (OFFICIAL SEAL) Notary Public for Oregon My commission expires:

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 deed, 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:  
Notary Public for Oregon  
My commission expires 2-27-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

For record or request of  
this day of April, 1976, A. D. 1976  
duly recorded in Vol. 76, of  
6.00

W. D. MILNE, County Clerk  
By Hazel Craig