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10 Control Provements (control Reference of the control of the co		Seller agrees to sell, and Buyer agrees to buy, re Lot 21 , Block 12 , Tract No. 1042, Tw R 7 E, W. M., Klamath County, Oregon. PURCHASE PRICE:		
10 Upged Balance of ClaSTING harmonic biotic minus line 1:0	en. Velsionen Etter	(a) Cash Price		
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Address P.O. Box 58 Greacent Labs, Ore, Saleman Address P.O. Box 58 Greacent Labs, Ore, Saleman Address P.O. Box 58 Greacent Labs, Ore, Saleman By allow Guldard By Allow Guldard By Allow Guldard By address P.O. Box 58 Greacent Labs, Ore, General Partner By Allow Guldard State of OREGON St. County of Laseth St. April 9, 1976 Date Personally appeared the above-named BARBARA A. Occurrents, General Partner for D-CHUTES ESTATES OREGON LTD., and acknowledged the foregoing instrument to be ner voluntary act. Before me: Notary Public for Oregon Notary Public for Oregon My Commission expire: December 20, 1977 County of Laseth State OF OREGON My Commission expire: December 20, 1977 County of Laseth State Of Oregon My Commission expire: December 20, 1977 County of Laseth State Of Oregon Personally appeared the above named Allen Coltrans and acknowledged the foregoing instrument to G.K. Doggett at the Back Prevent to G.K. Doggett Allen Coltrans After Recording return to G.K. Doggett at the Back Prevent of Titzet Est. Back Notary Public for Oregon Notary Public for Oregon Notary Public for Oregon You H.K. Wall Bt. P.O. Bax 1191 December 20, 1977		SELLER D-CHUTES ESTATES OREGON	LTD. BUYER	the second state of the second se
Saleman Saleman Saleman By				Contraction of the state of the
By By Allen Coltrane, Pres. General Partner STATE OF OREGON County of Lameth Personally appeared the above-named BARBARA A. CONCENTRY, General Partner for D.CHUTES. ESTATES OREGON LTD., and acknowledged the foregoing instrument to be her voluntary act. Before me: Notary Public for Oregon STATE OF OREGON STATE OF OREGON April 9, 1976 My Commission expires: December 20, 1977 County of April 9, 1976 Date Personally appeared the above-named April 9, 1976 Date Personally appeared the above-named April 9, 1976 Date Personally appeared the above-named Allen Coltrane at ta Band Breach of First Bat. Bank Yotary Public for Oregon Notary Public for Oregon Notary Public for Oregon Date Personally appeared the above-named Allen Coltrane Notary Public for Oregon Notary Public for Oregon Notary Public for Oregon Notary Public for Oregon		Address P.O. Box 58 Crescent Laber		
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Personally appeared the above-named BARRARA A. GOODENESS, General Partner for D-CHUTES ESTATES OREGON LTD., and acknowledged the foregoing instrument to be her voluntary act. Before me: Notary Public for Oregon Notary Public for Oregon My Commission expires: December 20, 1977 STATE OF OREGON County of Klameth) April 9, 1976 , Date Personally appeared the above-named Allen Coltrane and acknowledged the foregoing instrument to be <u>his</u> voluntary act. Before me: After Recording return to G.K. Doggett at th Band Branch of First Nat. Bank Notary Public for Oregon 960 N.W. Wall St. P.O. Box 1191			WETA PD	
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waranty of the Setter warants and type, write to Buyer that Setter owns the property in tee simple free from ad encombrance of except subject to restrictions in the patent from the United States Government and the Stageof Oregon, instregations in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the dedication of Klamath County December 40 Plaster Files.

Payment of Seller's Liens:

requirement or series sciences. Soles and rates that Soller well ender all payments on any contracts, mortgages, lens, judgments or other encom-brances, puschalling which Soller has incarred during or prior to this contract as the same fail due except thas year's takes, any that in the event of Soller's future so to do, Buyer shall have the right to make such payments and take

Taxes, 301 9137 in the event of Seller's balance to to do, have some new merchant and the contract at Buyer's option. PaymeRAPPRES and Other Lines: Byer SAIL Say all fiers which Buyer presents or which may be lawfully imposed upon the property promptly and before Os Sale or any part thereof by gage option. The further active of the second difference of the property to become delegated for shall fail to pay any tien of fiers imposed or permitted upon the proper Oscience due, the Seller without obligation to do so, shall have the right to pay the amount doe and to add said on out the contract balance, to bear interest at the rate provide berein. Removal of Imployements: 15:1 SR Sing Mathematics placed on the property shall be removed before this contract is paid in full. Use of Property Be 22 1 Sing State Section of the contract and to main.

Use of Property AC eQ? CS1 SY Buyer agrees not to abuse, misuse or waste the property, real or personal, described in this contract and to main tain the property in good condition.

ram 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 pruchase 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 didling buyond a depth of 50°, if water is not obtained at a higher level.

Roads Seller will maintain dedicated roads in subdivision until January 1, 1976 but not including snow removal. Buyer's Deed:

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 encomir ances excepting tiens and encumbrances suffered or permitted by the Buyer or Buyer's heirs or assigns and subject to restrictions in the patient from the United States Government and the State of Oregon, restrictions in the dedication of restrictions. 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, fitle 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 therefolding made by Buyer to Seller and all improvements or lextures placed on the described property shares the enter of the Sener as inquidated damages, or in the alternative,

described property shall be the barrier of the entire unpaid principal of an age, or in the internative, (2) Selfer may, at his option, declare the entire unpaid principal of a barrier of the weating destination of a construction of the entire on at once due and payable, and foreclase this contract by strict foreclosure in equity, and upon the filing of such suit all of the Buyer's right, tatle and interest in and to the above described property shall immediately cause. Selfer shall be entitled to the immediate possession of said property, may forcibly enter and take possession of said property. shap be entried to the immediate possession of shap property may forcing enter and take possession of shap property removing Buyer and his effects and all payments theretofore made by Buyer to Seller and all improve-ments or fixtuesplicesmarth.full.clicite.fl.f.au/gcoperty shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed monsistent with the suit for strict foreclosure but shall be furtherance thereof; and in the event Buyer shall relate to deliver possession upon the filing of such suit. Buyer, intrulerance inervoit; and in the event driver shart relieve to derive possession upon the mining of such such boyer, by the execution of this contract, consents to the entry of an interboutory order granting on system of the premises to the Seller immediately upon the thing 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 decline the entire unpaid principal balance of **DEQL** and the followith interest

to: Sener shain have me name to became the entries input principal bilance of bledkite lakebases with interest thereon at once due and payable, and in such event, grept, Sieller may either bring an action at law for the balance due, thereby waiving the security, or in the alternative bar, by the suit in equity for such unpaid balance of principal and interest and have the property sold at judicial sole with the proceeds thereof applied to the court costs of such suits, attorney's fees, and the balance due Soller, and may recover a deliciency judgment against the Buyer for any unpaid balance remianing on this contract

(4) In addition to the aforementioned remedies, Selier shall have any and all other remedies under the law Payment of Court Cost:

If suit or action is institued 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 appendice Court and Reprint and disbursements provided by statute. Prevailing party shall also recover cost of title report Laveth

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 trenth of any such

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Waiver of Breach of Contract:

of

I hereby certify that the within instrument was received and filed for record on the 14th day of

APRIL A.D., 19 76 at 11:52 _o'clock__ ____A_M., and duly recorded in Vol____M 76

DEEDS _on Page <u>5368</u> FEE \$ 6.00

WM. D. MILNE, County Clerk 0 Linas

Deputy