

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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.

In construing this contract, it is understood that vendor or the vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

WITNESS the hands the day and year first hereinabove written.

Ceona Gaston
Ceona Gaston, by Helen Gaston Lorenz, her
attorney-in-fact
Helen Gaston Lorenz
Gordon H. Wynant
Gordon H. Wynant

STATE OF OREGON }
County of Lane } ss. June 13, 1976.

Personally appeared HELEN GASTON LORENZ, for her-
and acknowledged the foregoing instrument to be their voluntary act.
Before me: self and as attorney-in-fact for Ceona Gaston

Lana Mae McGlenn
Notary Public for Oregon
My Commission expires: Nov 8, 1976

STATE OF OREGON }
County of Klamath } ss. June 16, 1976.

Personally appeared GORDON H. WYNANT and acknowledged the fore-
going instrument to be his voluntary act. Before me:

William P. Brandsness
Notary Public for Oregon
My Commission expires: 2-7-80

When recorded return to:

Transamerica Title, Attn: Susan
and future tax statements to:
Mr. Gordon H. Wynant
2115 Vine Avenue
Klamath Falls, Or 97601

WILLIAM P. BRANDSNESS
ATTORNEY AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-6616

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of
JUNE A.D., 19 76 at 3:45 o'clock P.M., and duly recorded in Vol M 76
of DEEDS on Page 8937.

FEE \$ 6.00

WM. D. MILNE, County Clerk
By *Hazel D. Milne* Deputy

38-10507 15057

DEED OF RECONVEYANCE

Vol. 76 Page 8939

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee or successor trustee under that certain trust deed dated November 20, 1973, executed and delivered by Lawrence M. Bry, Jr. and Patricia D. Bry, husband and wife, as grantor and recorded on December 3, 1973, in the Mortgage Records of Klamath County, Oregon, in book M-73 at page 15606, or as file/reel number (indicate which), conveying real property situated in said county described as follows:

That portion of Lot 6 in Block 6, NORTH BLY, which lies Northerly from a straight line between a point in the Easterly boundary of the said Lot 6, 57.9 feet Northerly from the Southeasterly corner of said Lot 6, and a point on the Westerly boundary of Lot 6, 31.85 feet Northerly from the Southwest corner of said Lot 6;

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has executed this instrument; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: June 16, 1976

(If executed by a corporation,
affix corporate seal)

(If the trustee who signs above is a corporation,
use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath } ss.
June 16, 1976

Personally appeared the above named
Wm. Ganong, Jr.

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

Before me:
William D. Knapp
Notary Public for Oregon
My commission expires 3/13/80

Trustee

(ORS 93.490)

STATE OF OREGON, County of } ss.
June 16, 1976

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 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)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Ganong & Susman
540 Main
Klamath Falls 97601
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
16th day of JUNE, 1976,
at 3:45 o'clock P.M., and recorded
in book M. 76 on page 8939 or as
file/reel number 15057
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

WM. D. MILNE

Recording Officer

By *Hazel D. Milne* Deputy

FEE \$ 3.00