

SECOND

9546

UPON THIRTY DAYS

The first party agrees that at his expense and within thirty days from the date hereof, he will furnish unto the second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges as assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party 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 of the essence of this agreement, then the first party 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/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is 20,000.00. ~~OTHERWISE, THE CONSIDERATION~~
~~WHICH IS THE WHOLE OF THE CONSIDERATION (indicate which) (1)~~

And in case suit or action is instituted to foreclose 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 plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such 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.

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's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party 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 and 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.

X Clarence S. Humphreys Leonard W. Miles
 X Margaret A. Humphreys Bernice M. Miles

NO
ST

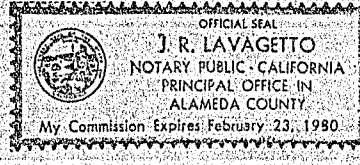
STATE OF CALIFORNIA

COUNTY OF Alameda } SS.On June 15, 1976before me, the undersigned, a Notary Public in and for said State, personally appeared Leonard W. Miles and Bernice M. Miles

to be the person S whose name S subscribed
 to the within instrument and acknowledged that they
 executed the same.

WITNESS my hand and official seal.

Signature J. R. Lavagetto
J. R. LAVAGETTO
 Name (Typed or Printed)



RIGHT-OF-WAY OF THE DALLS-CALIFORNIA HIGHWAY; THENCE NORTHEASTERLY
 ALONG SAID RIGHT-OF-WAY, 590 FEET, MORE OR LESS, TO THE POINT OF
 BEGINNING.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE COthis 24th day of June A. D. 19 76 at 12:45 o'clock PM, andduly recorded in Vol. M 76, of DEEDS on Page 9545

FEE \$ 6.00

Wm D. MILNE, County Clerk

Hazel D. Milne
 Hazel D. Milne