

1 interests appear, and all policies to be delivered to Seller.
2 If Purchasers fail to pay any liens, charges, or insurance
3 aforesaid, then Seller may pay same, and any such payments may
4 be added to and be secured by this Contract, bearing interest
5 at the rate aforesaid, without waiver, however, of any right of
6 Seller hereunder by reason of Purchasers breach.

7 Seller shall furnish at her expense a Purchasers Title
8 Insurance Policy in the amount of \$27,500.00 within ten (10)
9 days from date hereof insuring Purchasers against loss or
10 damage sustained by them by reason of the unmarketability of
11 Seller's title or liens or encumbrances thereon not set forth
12 above, subject to the printed exceptions in said policies.

13 Upon execution hereof, Seller shall execute a good and
14 sufficient Warranty Deed, free of all encumbrances except as
15 above set forth, which deed shall be deposited in escrow with
16 First Federal Savings and Loan Association, located in the City of
17 Klamath Falls, Oregon, together with an executed copy of this
18 Contract instructing said escrow holder to receive for Seller's
19 account the installment payments provided for herein and that,
20 upon the full payment of the principal and interest provided
21 for herein, said escrow holder shall deliver to Purchasers the
22 Warranty Deed. If Purchasers fail to pay any installment after
23 expiration of thirty (30) days from the due date thereof, the
24 escrow holder shall be authorized to surrender to Seller, upon
25 demand and without notice, the Warranty Deed specified herein,
26 thereby terminating the escrow.

27 Time is of the essence of this Contract, and in case
28 Purchasers shall fail to make the payments above required, or
29 any of them, punctually within thirty (30) days of the time
30 limited thereof, or fail to keep any agreement herein contained,
31 then Seller, at her option, shall have the right to: (1) Declare
32 this Contract null and void; or (2) To declare the whole unpaid

1 principal balance with the interest thereon at once due and
 2 payable, and/or (3) Foreclose this Contract by suit in equity,
 3 and in any of such cases, all right and interest thereby created
 4 or then existing in favor of Purchasers hereunder shall cease
 5 and determine, and the premises aforesaid shall revert to and
 6 revert in Seller without any declaration of forfeiture or act of
 7 re-entry, or without any other act by Seller to be performed, and
 8 without any right of Purchasers of reclamation or compensation
 9 for money paid or for improvements made as fully as though this
 10 agreement had not been made, and all payments hereunder shall
 11 belong to Seller, as reasonable rent on said premises. And in
 12 case a suit or action is instituted to foreclose this Contract,
 13 or to enforce any of the provisions thereof, Purchasers agree to
 14 pay such sum as the Court may adjudge reasonable as attorney's
 15 fees to be allowed Seller in said suit or action.

16 Purchasers agree that failure by Seller at any time to
 17 require performance by Purchasers of any provision hereof shall
 18 in no way affect Seller's right hereunder to enforce same,
 19 nor shall waiver by Seller of any breach of any provisions hereof
 20 be held to be a waiver of any succeeding breach of any such
 21 provision, or as a waiver of the provision itself.

22 This Agreement shall bind and inure to the benefit of,
 23 as the circumstances may require, the parties hereto and their
 24 respective heirs, executors, administrators and assigns, with
 25 this proviso, However, that Purchasers shall not assign this
 26 contract without the written consent of the Seller.

27 IN WITNESS WHEREOF, said parties have hereunto set their
 28 hands and seals the day and year first above written.

30 Mary Sparks (SEAL)
 31 Seller

32 Larry B. Williams (SEAL)

Robert M. Williams (SEAL)
 Purchasers

1 STATE OF OREGON)
2 COUNTY OF KLAMATH) ss.

3 On this 4th day of February, 1966, before me, the under-
4 signed, a Notary Public in and for said County and State,
5 personally appeared the within named MARY SPARKS, known to me
6 to be the identical individual described in and who executed
7 the within instrument and acknowledged to me that she executed
8 the same freely and voluntarily.

9 IN TESTIMONY WHEREOF, I have hereunto set my hand and
10 affixed my official seal the day and year last above written.

11 (SEAL) *Almeda E. Giacomini*
12 Notary Public for Oregon
13 My commission expires Aug 5 1966

14 STATE OF OREGON)
15 COUNTY OF KLAMATH) ss.

16 On this 4th day of February, 1966, before me, the under-
17 signed, a Notary Public in and for said County and State,
18 personally appeared the within named GARY B. WILLIAMS and
19 KATHLEEN M. WILLIAMS, husband and wife, known to me to be the
20 identical individuals described in and who executed the within
21 instrument and acknowledged to me that they executed the same
22 freely and voluntarily.

23 IN TESTIMONY WHEREOF, I have hereunto set my hand and
24 affixed my official seal the day and year last above written.

25 (SEAL) *Almeda E. Giacomini*
26 Notary Public for Oregon
27 My commission expires Aug 5 1966

28 *Ret. Gary Williams*
29 *Box 835*
30 *Donanza Inc*

STATE OF OREGON,
County of Klamath
I, Notary Public for Oregon, do hereby certify that
on this 3rd day of January, A.D. 19 77
at 3:18 o'clock P. M. and day
recorded in Vol. M77 of Deeds
page 69
Wm. D. MILNE, County Clerk
By *[Signature]* Deputy

Fee \$15.00