

Filed for
this 17th
duly recorded
PER \$ 9.00

2897 2086

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: (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 declare this contract by suit in equity, 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 revert in said seller 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, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this 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 aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or 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 \$ 8,900.00. Offsetting the actual consideration against the consideration hereinbefore stated, the net consideration payable by the buyer is \$ 0.00.

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 said sum is to be 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 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.

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.

Mary Beth Hovland
Harry D. Leach, Jr.
Janice Longo
Keith Britain

NOTE: The symbols between the symbols () if not applicable, should be deleted. See OFS 24-0205.

(Individual)

STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

On January 28, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Beth Hovland, Harry D. Leach, Jr., Janice Longo and Keith Britain * * * * *

known to me to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature: [Signature]

OFFICIAL SEAL
K. J. WHITING
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Feb. 25, 1979

(This area for official notarial seal)

and being duly sworn, the former is the at the latter is the

a corporation, the corporate seal and sealed in before, and each of act as a

(OFFICIAL SEAL)

no instrument is executed being conveyed, it and the parties are

(DESCRIPTION CONTINUED)

page 342, Records of Klamath County, Oregon.

5. Easement and right of way 60 feet in width for roadway and utility purposes, including the terms and provisions thereof, recorded November 30, 1964 in Deed Book 357 at page 603, Klamath County Deed Records, granted to Arden Kay Smith.

(Affects SENE Sec. 7 and SW1/4 Sec. 8 West of Sycan River)

6. Reservations and restrictions for 200 wide road and landing strip, including the terms and provisions thereof, set forth in Deed from Clifford J. Smith, et ux., to George K. Whitworth, et ux., dated April 28, 1964, recorded June 17, 1964 in Deed Volume 353 at page 589 and re-recorded November 30, 1964 in Volume 357 at page 602. (Affects SENE Sec. 7 and SW1/4 Sec. 8 West Sycan River)

7. Agreement, including the terms and provisions thereof, Dated May 10, 1976

Recorded May 13, 1976 Book: M-76 Page: 7346

Vendor: Clyde Edwin Freed and Jean L. Freed, husband and wife

Vendor: Mary Beth Hovland and Harry D. Leach, Jr.

and sellers further covenant to and with Buyers that the said prior contract shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

Buyers specifically agree to pay the full contract balance on or before February 7, 1977

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 28 day of FEBRUARY A.D., 1977 at 3:44 o'clock P.M., and duly recorded in DEEDS on Page 2085

WM. D. MILNE, County Clerk

By [Signature] Deputy

INDEXED

FILE \$ 6.00

2898

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

3:35

this 17th day of FEBRUARY A. D. 1927 at Ore City, Ore.

duly recorded in Vol. M-77 of DEEDS on page 2898

Wm. D. MILNE, County Clerk

FEE \$ 9.00

Handwritten signature

*Rel.
Trans*