THIS CONTRACT, Made this .... 29 May , 19.74 , between .... day of Richard R. Kopczak, 2680 Daisy Avenue, Long Beach, California 90806 ..., hereinafter called the seller, and D. D. 1 Sports Inc., 1420 Gaylord Street, Long Beach, Calif. 90813 ., hereinafter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon to-wit: Section 21: Township 36 South, Range 10 East of the Willamette Meridian North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  (20 acres) This conveyance is made subject to easements, rights of way of record, 35 those apparent on the land and Grantor reserves an easement for joint user roadway and all other roadway purposes over and across a 30 ft. wide strip of land laying West of adjoining and parallel to the Easterly boundary. And South of adjoining and parallel to the Northerly boundary. Œ (hereinafter called the purchase price), on account of which Five Hundred\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Dollars (\$63.86 each, including 7% interest per annum on the unpaid balance. payable on the 15 day of each month hereafter beginning with the month of August and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of .......?..... per cent per annum from the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract. The seller afrees that at his expense and within NONE......days from the date hereol, he will lurnish unto buyer a title insurance polic suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this aftered and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also afteres that afficient deed conveying and promises in lee simple unto the buyer, his heirs and assigns, tree and clear of encumbrances as of the date hereol and tree and clear of encumbrances are sufficient deed conveying since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, mun liens, water rents and public charges so assumed by the buyer and turther excepting all liens and encumbrances created by the buyer or his assigns. liens, water rents and public charges so assumed by the buyer and turther excepting, however, the said easements and restrictions and the taxes, municipal 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 lail 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 and payable made and payable and/or (3) to reclose this contract by suit in equity, and ignificant balance of said purchase price with the interest thereon at once due and payable and/or (3) to reclose this contract by suit in equity, and ignificant balance of a said seller to the excited and all other rights acquired by the buyer of the recurrence shall atterly cease and determine and the fail of secondary of the professes above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid of such default all applications of a secondary of the professes as absolutely, fully and perfectly as it this contract and such payments had never been made; and in case 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 therealter, to 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 the provision itself. In constraint, 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 or shall be taken to mean and include the plural, the masculine, the leminine and the neuter, and that generally all grammatical changes shall de, assumed and simplied 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. 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