

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 the 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 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 rest 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 as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which):
In case suit or action is instituted to foreclose 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 if an appeal is 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 pronouns 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.

Elizabeth L. Crutchfield
Elizabeth L. Crutchfield

Deborah J. Weller
Deborah J. Weller

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030) Calif.

STATE OF ~~OREGON~~ CALIFORNIA) ss.
County of ~~FRESNO~~ CONTRA COSTA
May 16, 1977

Personally appeared the above named
Elizabeth L. Crutchfield

STATE OF ~~OREGON~~ CALIFORNIA, County of CONTRA COSTA) ss.
May 16, 1977

Personally appeared Deborah J. Weller 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:

(OFFICIAL
SEAL)



My Commission Expires September 16, 1977
My commission expires

Notary Public for Oregon
My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides:
“(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.
“(2) Violation of subsection (1) of this section is a Class B misdemeanor.”

(DESCRIPTION CONTINUED)

3. An easement, created by instrument, including the terms and provisions thereof:
Dated: May 18, 1951
Recorded: In Volume 247 at page 686, Deed Records of Klamath County, Oregon
In Favor Of: The California Oregon Power Company, a California corporation
For: Transmission and distribution lines - installation of guys and anchors
Affects: No location given
(for continuation of exceptions see attached Exhibit "A").
It is further agreed by and between the parties hereto that Buyer cannot pay more than \$1,000.00, including principal and interest, in any one year, unless there is an agreement to the contrary between Buyer and Seller.

STATE OF ~~OREGON~~ CALIFORNIA) ss.
County of CONTRA COSTA

BE IT REMEMBERED, That on this 16th day of May, 1977,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Deborah J. Weller

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

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



OFFICIAL SEAL
CHERYL S. BALLARD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
My Commission Expires April 17, 1979

Cheryl S. Ballard
Notary Public for ~~OREGON~~ California
My Commission expires April 17, 1979

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

8931

EXHIBIT "A"

Unrecorded Contract of Sale dated December 27, 1963, by and between Jack N. Martin and Vanelia LaVon Martin, husband and wife, Sellers, and James Stanley Head and Dorothy E. Head, husband and wife, Buyers. Unrecorded Assignment of Contract dated July 12, 1975 from James Stanley Head, et ux to Nitco Builders, a partnership of that certain Contract dated December 27, 1963.

Unrecorded Contract of Sale dated January 29, 1969 by and between Nitco Builders, a partnership consisting of C. W. Langeberg and T. A. Thomas, Sellers, to Louis Albert Moglich, Jr., et ux and Allen Wayne Stevens, et ux, Buyers.

Unrecorded Assignment from Nitco Builders, to Louis Albert Moglich, Jr., et al of that certain Contract dated December 27, 1963.

Unrecorded Contract of Sale dated April 16, 1973 by and between Louis Albert Moglich, Jr., et al, Sellers, to T. A. Thomas, Buyer.

Unrecorded Assignment of Contract dated April 16, 1973 from Louis Albert Moglich, Jr., et al to T. A. Thomas of that certain Contract dated December 27, 1963 - Martin to Head, which said Contracts Buyers do not assume and agree to pay and Seller covenants to and with Buyers that she will hold them harmless therefrom, and Seller further covenants to and with Buyers that the said prior mortgages 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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 23 day of May A. D. 1977 at 2:35 o'clock P. M., and

duly recorded in Vol. 1177, of DEEDS on Page 8929

FEE \$ 9.00

Wm D. MILNE, County Clerk

By *[Signature]*