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	335773	CONTRACT-REAL ESTATE	Vol. 11	Page_	10931	۰ (ژ.
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And it is understood and agreed between said parties that time is of the even payments above required or any of them, punctually within ten days of the time line, the seller at his option shall have the bilowing rights. (1) to declare this contract nul-ability purchase purce with the interest therein at once due and payable and or (3) to all rights and interest created or then existing in lever of the buyer as agains the sell possession of the premises above described and all other rights and without any right of it on account of the premises above described and all other rights and without any right of it on account of the premises therefore made on this contract are to be retained by premises up to the inter of such delault. And the said seller, in case of such delault, enter upon the land alore-and, without any process of law, and take immediate possession And it payments abov the seller at said nme is of the essence of this contract, and in case the liss of the time limited therefore, or ball to keep any agree e this contract null and youd, (2) to declare the whole ble and or (3) to foreclose this contract is suit in equit i as against the seller hereinder shall utterly case and di red by the biver hereinder shall very to and revest in bour any right of the biver of return relamation as yo perfectly as if this configure and such perfects in the self. buyer shall fail to ement herein conta consist was usid ent herein contained spaid principal bala and in any of such resine and the right schaut at of the purchase of sa dault all payments the p-to-the-time-of-such (the-land aforesoid, wi thereto-belonging, if, together

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 his right hereunder to enforce the same, nor shall any waiver by said selfer of any breach of any provision hereof be held to be a waiver of any Geeding breach of any such provision or as a waiver of the provision itself.

gurchasen hundry alread to reflected said inclents on or sefere Novea (7) years from the date of this contrast. The junchaser overlage dirodzenska (in aktivist 1.13355 100 j27 t to the suid sub of \$25%.03 particult.

The true and actual consideration paid for thic transfer, stated in terms of dollars, is $\mathbf{s}_{1,1}$ $\mathbf{s}_{1,2}$ $\mathbf{s}_{1,2}$. (However, the actual consists of or includes other property or value given or promised which is the whole consideration (indicate which).(1) In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to be allowed plannith in said suit or action and it an appeal is taken from any indicate court, the buyer lutther promises to pay such sum as the appealate court, the buyer lutther promises to pay such sum as the appealate court, the buyer lutther promises to pay such sum as the appealate court, shall adjudge reasonable as plaintiff's attorney's fees . OHowever, the actual considappeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that it the context so requires, the singu-lar pronoun shall be taken to mean and include the plural, the masculine, the leminine 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 officere duly authorized thereunto by order of its board of directors.

Nouth Mailing

Chander Stattening Domini Chillesmine

NOTE-The sentence between the symbols (1), if not applicable, should be deleted. See OR5 93.030).

STATE OF OREGON, County of STATE OF OREGON, SS., *19* ... Personally appeared ... and Jurie 17,, 1977 who, being duly sworn, Personally appeared the above named Charles D. 4. Mittemore and Bonnie V 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 whittemore and Loretta Martinez , a corporation, , a corporation, and that the seal allixed to the loregoing instrument is the corporate of said corporation and that said instrument was signed and seal-d in be-hall 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: ment to be Belote , voluntary act and deed. (OFFICIAL SEAL) Notacy Public for Ocegon My commission expires 6 23-80 Before me: (OFFICIAL SEAL) 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 exe-and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed, instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are thereby. Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF RLAMATH; . "iled for record <u>atcreasest of x</u> 4:20 A. D. 19 77 at o'clock PM a mis 21st day of June

uly recorded in Vol. ______, of ______

FEE \$ 6.00

on Page 10931 Wm D. MILNE, County Clerk