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And it is understood and agreed between and parties that tune is of the essence of this contract, and in case the boyer shall fail to make the parametis above required, or any of them jum tunlls within ten days of the time hinded therefor, or fail to keep any affective therein contract there is not to keep any affective the bolowing rights (1) to declare the solid void, (2) to declare the whole unpad bolowing of them jum tunlls within ten days of the time hinded to the time hinded to the time hinded to be solid void, (2) to declare the whole unpad bolowing rights (1) to declare the whole void, (3) to declare the whole unpad bolowing rights (1) to declare the whole the work of the interest the reset thereast of unear discover of the volte the volte the volte the volte the work of the time of the new view with the interest thereast durant gravity as a same and you (3) to be very to sol and to expect to and any of such cases all rights and interest created or then existing in leave of the upper bolowing rights (1) to be due and parable and/or (3) to be very the volte to and every time and the right and the work the setting the view of the volte solid termine and with the there with the interest thereader whole work the very termines whole work of the work of very to and whole and all there with any right to be entry of any order without any art of and very the volte work of very and whole and any order without any right of the buyer there with a sub-altie on the volte very termines have of very as the alternate and any every to a solid very termines been made and in case of a account of the products of and property as aboutburby, tunk and prinerty as aboutburby to be related to and bolong to volt work of very the of the due of and any of the volte very termines the view of a very term of and on the volte very term of the volte and any of the very termine of and of the very termines the very term of the very termines the very termine without any are also unear very terite with a very terite withouther and whe parte

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appeal. In construint this contract, it is understood that the seller or the buyer may be more than one person, that it the contest so requires, the singu-lar promoun shall be taken to mean and include the plural, the maximum, the lemmine and the protect, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to inclusions.

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 autilorized thereunto by order of its bound of directors.

P 1 ack Low ke Jack Lomkin Blanche O Lemter 0. Lomkin Blanche

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NOIL-The sentence between the symbols (?), if not applicable, should be deleted. See ORS 93 030).

STATE OF OREGON, ) ss. ) County of Klamath .

Personally appeared the above named Jack Lomkin, Blanche O. Lomkin, James A. O'Connor and Deanna M. O'Connor and ecknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL State Of A state of a state of the state SEAL) Notury Public for Oregon .

My commission expires .......

James A. O'Connor Deanna M. O'Connor Deanna M. O'Connor

) 55. STATE OF OREGON, County of .... 

and Personally appeared . . . . who, being duly soorn, 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

and that the seal affixed to the force oing instrument is the corporation, of suid corporation and that said instrument was signed and scaled in be-half of said corporation by authority of its bound of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Reference Before me: (OFFICIAL

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Notary Public for Oregon My commission expires: 

Nection 4 of Construction 515, Oregon Laws 1575, provides: (14) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the data that the instrument ted and the factors are bound, shall be acknowledged, in the manner provided for acknowledgeent of deeds by the owner of the title later of the parturents, or a memorandum thereof, shall be recorded by the convexor not later than 15 days after the instrument is executed and the par-ond thereby.

Violation of subsection (1) of this section is a Class II misdemeanor."

powers, including the power of assessment, of Klamath Project and Langell (DESCRIPTION CONTINUED) Valley Irrigation District. The premises herein described are within and subject to the statutory 4. powers, including the power of assessment, of Horsefly Irrigation

District. The assessment roll and the tax roll dislcose that the premises herein 5. described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.

6. Lease and Agreement, including the terms and provisions thereof, dated June 15, 1973, recorded August 17, 1973 in Volume M73, page 11149, Microfilm Records of Klamath County, Oregon, between Jack Lomkin and Blanche O. Lomkin, husband and wife, Lessor and Dowdle Oil Corporation, Lessee.

7. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

August 19, 1970 Dated:

Recorded: August 24, 1970 in Volume M70, page 7403, Microfilm Records of Klamath County, Oregon.

Amount: \$35,000.00

Mortgagor: Jack Lomkin and Blance O. Lomkin, husband and wife Mortgagee: The Federal Land Bank of Spokane, a corporation in Spokane, Washington (Covers additional property), and Seller further covenants to (for continuation of this contract see the attached Exhibit "A" and by this reference incorporated herein.)