Beatty, Oregon 97621

Richard Henry & Mary Rose Mitchell

P.O. Box 223

ċ

:::3 111

By

Recording Officer Deputy

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the huyer shall hill to make the payments above required, or any of them, junctually within two days of the time limited therefor, or fail to keep any agreement become contained, then she seller at his option shall have the following rights are observed in the contract null and void, (2) to declare the whole unpaid principal balance of the seller at his option shall have the following rights in observed and possible and for (3) to increase price with the interest thereafted in an interest created or such payable said in region of the premises all distribution of the buyer as against the seller becender shall utterly controlled and all other rights acquired by the buyer hereunder shall utterly exert in said seller without any are possession of the premises all of distribution of the premises all all other rights acquired by the buyer determined shall not compensation to moneys paid on resentity or only one of said seller to be performed and without any right of the buyer of and such payments had never been made; and in case the folial all payments therefore made on this contract are to be seen by and belong to said seller, as the agreed and reasonable tend remained in the said seller, in case such default, shall have the right immediately, or at any time therefore upon the land alorestid, without any process of law, and take immediate possession thereof, together with all the improvements and appartenances enter upon the land alorestid, without any process of law, and take immediate possession thereof, together with all the improvements and appartenances enter upon the land alorestid, without any process of law, and take immediate possession thereof, together with all the improvements and appartenances.

As subject to unrecorded contract of purchase and sale dated May 22, 1973 between Frank E. McBain, Jr. and Betty J. McBain, husband and wife, as sellers, and Raymond J. Heersema and Joan B. Heersema, husband and wife, as purchasers.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 25,000.00 (MANAX MANAX MANAX

In constraing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singuonoun shall be taken to mean and include the plural, the masculine, the leminine and the neuter, and that generally all grammatical changes shall
ide, assumed and implied to make the provisions hereol 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.

Raymord AM 20 Meno man B Heersema

Many Rose mitchell

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

ARIZOMA

STATE OF OREGON, A OLA VE
County of Klamath
July 25 19

STATE OF OREGON, County of 19... Personally appeared

, 19 77.

..... 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

Personally appeared the above named Raymond J. Heersema and Joan B. Heersema

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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. and acknowledged the foregoing instru-

and acknowledged the foregoing instrument to be the their voluntary act and deed.

Before, me:

(OFFICIAL NOTANATIZ ON A
Notary Public for Oregon
My: commission expires 1/15//9

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 acknowledgement of deeds, by the owner of the title being conveyed, cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title being conveyed. Such 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 bound thereby.

receiv. "(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

**as follows:

1) The balance of Seven Thousand Eight Hundred Seventy Six and 81/100 dollars (\$7876.81) shall be paid in monthly payments of Seventy-five and no/100 dollars (\$75.00) until the balance and interest of 8% per cent a month is paid in full.

The balance of Two Thousand Two Hundred Sixty Eight and no/100 dollars (\$2,268.00) shall be paid in monthly payment of Seventy-five and no/100 dollars (\$75.00) until the balance and interest of 8% per cent per month is paid in full.

STATE OF OREGON,

County of Klamath

day of July BE IT REMEMBERED, That on this 22nd before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard H. Mitchell, Sr. and Mary Rose Mitchell

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

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

Notary Public for Oregon. sion expires 7/19/78 My Commission expires

A STATE OF THE PROPERTY OF THE STATE OF THE

