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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 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 remain 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 \$27,000.00

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 pronoun 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.

Gwendolyn N. Evans aka
Gwendolyn N. Jarschke

Thomas E. Andrews
Cheryl E. Andrews

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

STATE OF OREGON,

STATE OF OREGON, County of _____) ss.

County of Multnomah
September 19, 1977

Personally appeared _____ and _____

Personally appeared the above named
Gwendolyn N. Evans aka
Gwendolyn N. Jarschke

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

_____ 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.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires 7-11-80

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)

It is further understood and agreed by and between the parties that said payments do not include taxes and fire insurance.

It is further agreed by and between the parties hereto that Seller agrees to release from said Contract the Warranty Deed dated September _____, 1977 when the Contract has been reduced by one-half (1/2).

STATE OF OREGON,

County of Klamath

) ss.

BE IT REMEMBERED, That on this 15th day of September, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas E. Andrews and Cheryl E. Andrews, husband and wife,

known to me to be the identical individual(s) 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 my official seal the day and year last above written.

Margaret K. Grady
Notary Public for Oregon
My Commission expires 5-19-81

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

EXHIBIT "A"

17721

Lot 8 in Block 3 of Tract No. 1085, COUNTRY GREEN, Klamath County, Oregon;

Subject, however, to the following:

- (1) Taxes for the year 1977-78 are now a lien but not yet payable. Taxes for the year 1976-77 payable in the amount of \$66.20, plus interest. (CODE 100 MAP 3909-1312 TL 3500)
- (2) Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.
- (3) Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
- (4) An easement created by instrument, including the terms and provisions thereof,

Dated : March 3, 1932
Recorded : March 18, 1932 Book: 97 Page: 155
In favor of : The California Oregon Power Company, a
California Corporation
For : 10 feet, over the NE $\frac{1}{4}$ of said Sec. 13, for
power and telephone lines.

(5) Agreement, including the terms and provisions thereof, between Oregon Water Corporation and Henley Land Co., Inc., dated April 10, 1974, recorded May 2, 1974 in Book M-74 at page 5514, Microfilm Records. "There will be a \$51.00 connection fee for water."

(6) Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,

Recorded : July 30, 1974 Book: M-74 Page: 9272
Amended : June 30, 1975 Book: M-75 Page: 7360

(7) Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin as shown on the recorded plat of Country Green.

(8) Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$275,000.00

Dated : July 9, 1974
Recorded : July 12, 1974 Book: M-74 Page: 8503
Mortgagor : Henley Land Company, Inc., an Oregon Corporation
Mortgagee : First Service Corporation of Southern Oregon, an Oregon Corporation.

(Covers additional property)

Affidavit, including the terms and provisions thereof, dated February 10, 1975, recorded February 12, 1975 in Book M-75 at page 1741, Microfilm Records, regarding release of lots from the above mentioned mortgage.

(9) Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of O. W. GOAKEY ATTY

this 21st day of SEPTEMBER A. D. 1977 at 3:26 o'clock P.M. and

fully recorded in Vol. M77, of DEEDS on Page 17721

FEE \$ 9.00

W. D. MILNE, County Clerk

By G. Hazel Duval