

Warranty of Possession:

Buyer shall be entitled to possession of said premises on the date of this contract and shall have the right to remain in possession so long as Buyer is not in default under the terms of this contract.

Buyer's Inspection:

Buyer has purchased the property solely upon Buyer's own personal inspection and in its present actual condition and has not relied upon any warranties or representations made by the Seller, or by any agent of the Seller.

Warranty of Title:

Seller warrants and represents to Buyer that Seller owns the property in fee simple free from all encumbrances except subject to restrictions in the patent from the United States Government and the State of Oregon, restrictions of the County Clerk of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County.

Payment of Seller's Liens:

Seller warrants that Seller will make all payments of any contracts, mortgages, liens, judgments or other encumbrances but not including which Seller has not paid prior to this contract as the same fall due except this year's property taxes if this agreement is made after June 30th and before November 15th. Buyer agrees to Purchase Subject to that current year's taxes.

Payment of Taxes and other Liens:

Buyer will pay all taxes which Buyer inherits or which may be lawfully imposed upon the property promptly and before the same or any part thereof become past due. In the event that the Buyer shall allow the taxes or other assessments upon the property to become delinquent or shall fail to pay any lien or liens imposed or permitted upon the property, as they become due, the Seller without obligation to do so, shall have the right to pay the amount due and to add and accretions to the contract balance to bear interest at the rate provided herein.

Removal of Improvements:

No improvements placed on the property shall be removed before this contract is paid in full.

Use of Property:

Buyer agrees not to abuse, misuse or waste the property, real or personal, described in this contract and to maintain the property in good condition.

Seller warrants and represents to Buyer that Seller has obtained preliminary subsurface sewage disposal approval. Seller further warrants to Buyer that if during the first year after this purchase Buyer cannot obtain an individual approval on said lot Seller will make full refund of all moneys to Buyer.

Buyer's Deed:

When Buyer pays and performs this contract in full, Seller shall give to Buyer, or Buyer's heirs or assigns, a good and sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances, restrictions in the patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County.

Seller's Remedies:

Time is of the essence of this contract and Buyer agrees to promptly make all payments when due and to fully and promptly perform all other obligations of this contract. In the event of default by the Buyer upon any of the terms and conditions contained herein and after 30 days written notice of default by Seller:

(1) Seller may declare this contract terminated and at an end and upon such termination, all of Buyer's right, title and interest in and to the described property shall immediately cease. Seller shall be entitled to the immediate possession of the described property, may lawfully enter and take possession of said property removing placed on the described property shall be retained by the Seller as liquidated damages, or in the alternative:

(2) Seller may, at his option, declare the entire unpaid principal balance of the purchase price with interest of such suit all of the Buyer's right, title and interest in and to the above-described property shall immediately cease. Seller shall be entitled to the immediate possession of said property; may lawfully enter and take possession of said property removing Buyer and his effects and all payments theretofore made by Buyer to Seller and all improvements or fixtures placed on the described real property shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with the suit for strict foreclosure but shall be a bar to the exercise thereof, and in the event Buyer shall refuse to deliver possession order granting possession of the premises to the Seller immediately upon the filing of any suit for strict foreclosure without the necessity of the Seller posting a bond or having a receiver appointed, or in the alternative:

(3) Seller shall have the right to declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and in such event, Seller may either bring an action at law for the balance due, thereby waiving the security, or in the alternative, may file suit in equity for such unpaid balance of principal and interest and have the property sold at judicial sale with the proceeds thereof applied to the court costs of such suits, attorney's fees, and the balance due Seller, and may recover a deficiency judgment against the Buyer for any unpaid balance remaining on this contract.

(4) In addition to the aforementioned remedies, Seller shall have any and all other remedies under the law.

Payment of Court Cost:
If suit or action is instituted to enforce any of this contract, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney's fees in said suit or action in any court including any appellate court in addition to costs and disbursements provided by statute. Prevailing party shall also recover cost of title report.

Waiver of Breach of Contract:
The parties agree to that failure by either party at any time to require performance of any provision of this contract shall in no way affect the right to enforce that provision or be held a waiver of any subsequent breach of any such provision.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of October, A.D., 19 77 at 12:42 o'clock P.M., and duly recorded in Vol. M77 of Deeds on Page 19359.

FEE \$6.00

WM. D. MILNE, County Clerk

By Hazel Duval Deputy

Entered in Journal No. M77
37131 at Page 8082

Vol. 77 Page 19361

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF KLAMATH

ETHEL M. STRANSKE,
Plaintiff,
vs.
RODNEY M. BOWERS, et al,
Defendants.

NO. 75-883 E
D E C R E E

FILED
at 12:42 o'clock P.M.
JUL 27 1977
WM. D. Milne, Clerk
By Hazel Duval Deputy

THIS MATTER having come upon the stipulation of the parties,
ETHEL M. STRANSKE, by and through Robert D. Boivin, of her
attorneys, RODNEY M. BOWERS and MARY ANN BOWERS, husband and wife,
by and through H. F. Smith, of their attorneys, JOHN H. WOLF,
by and through Richard Lee, of his attorneys, and the defaults
of PANSY ACORDAGOITIA and UNITED STATES NATIONAL BANK, having
heretofore been entered and it appearing to the court that the
Defendants, DAVID D. MATSON and FRANCES J. MATSON, have abandoned
any interest in the subject property,

IT IS THEREFORE ORDERED as follows:

1. Strictly foreclosing the real estate contract between
Plaintiff and Defendants, RODNEY M. BOWERS and MARY ANN BOWERS,
husband and wife, and ordering that defendants and each and all
of them be forever foreclosed of all interests in the real
property described as follows:

A parcel of land in SE 1/4 of NE 1/4 of
Section 7 and SW 1/4 of NW 1/4 of Section
8, Township 39 South, Range 9, East of the
Willamette Meridian, described as follows:

Beginning at a 1" iron pipe which is South

DECREE, PAGE ONE

BOIVIN, BOVIN & ASPELL
ATTORNEYS AT LAW
10 NORTH SIXTH STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 884-9101

8082 A

19362

0°43' East 11.13 feet on the West Section line of Section 8 from Northwest corner of SW 1/4 of NW 1/4 Section 8 also the Easterly right of way of new Highway 97 South; thence South 0°43' East 67.1 feet to an iron pin; thence South 45°09'30" East 346.70 feet to iron pin which is also the Westerly right of way to the Old Greensprings Drive Highway; thence along said right of way South 44°50'30" West 340.0 feet to an iron pin; thence 56°29' West 181.3 feet (being the long cord) to a point which is along the new State property right of way; thence North 89°05' West 135.4 feet along and parallel, to fence which is State right of way to a point on Easterly right of way to new Highway 97 South, thence North 3°13' West 48.0 feet along said right of way to a point; thence North 12°32' East (long chord on curve) 200.0 feet to a point on the Easterly right of way of new State Highway 97 South; thence North 28°36' East 344.0 feet along the said right of way to a pin with an Oregon State Highway cap on same; thence North 35°11' East 129.2 feet to the point of beginning which is also South 0°43' East 11.13 feet from Northeast corner of SE 1/4 of NE 1/4 Section 7.

and all sums previously paid on said contract. That the plaintiff be put into immediate possession of the real property.

4. That the defendants and each and all of them be forever foreclosed of all sums previously paid on said contract.

5. That title to the foregoing real property be vested in fee simple in the Plaintiff. That defendants and each of them, their successors and interest, heirs and assigns, be forever barred and foreclosed from ascertaining any interest therein.

6. That each party hereto be required to pay their own attorney's fees and costs.

7. That ETHEL M. STRANSKE, the plaintiff herein, be discharged as receiver. That the final report of receiver be approved and

DECREE, PAGE TWO

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her bond exonerated.

DATED this 26 day of July, 1977.

Ed Abner
CIRCUIT COURT JUDGE

STATE OF OREGON; COUNTY OF KLAMATH; ss.

for record at _____
this 11th day of October A. D. 1977 at 2:04 o'clock P. M., and
filed recorded in Vol. M77 of Deeds on Page 19361

Wm D. MILNE, County Clerk

By Hazel Drayton

Fee \$9.00

DECREE, PAGE THREE

BOVIN, BOVIN & ASPELL
ATTORNEYS AT LAW
110 NORTH SIXTH STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 884-8101

col. 900

Edner

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STATE OF OREGON,

County of KLAMATH

ss.

I, WESTERN OIL & BURNER CO. R.T. DUDY OWNER
the claimant named in the foregoing notice of claim of lien, being first duly sworn, say that I know the contents thereof and that the statements and claims made therein are in all respects correct and true, as I verily believe.

Subscribed and sworn to before me this 11th day of OCTOBER, 19 77.

(SEAL)

Wm. D. Milne
Notary Public for Oregon. My commission expires 7-20-81

The foregoing Logger's and Woodworker's lien is authorized by Section 17 of Chapter 648, Oregon Laws 1975; Section 21 of said chapter provides in part:

"(1) A person claiming a lien created by sections 16 to 19 of this Act shall file a written notice of claim of lien with the recording officer of the county in which the lien debtor resides, or, if the lien debtor is a business, the county in which the lien debtor has its principal place of business not later than 60 days after the close of the furnishing of the labor, services or materials. * * *

Section 22 and 23 of said Chapter 648 provide:

"SECTION 22. The recording officer of the county shall record the notices filed under section 21 of this Act in a book kept for that purpose and called index of liens upon chattels."

"SECTION 23. When a lien claimant files a notice of claim of lien as required by section 21 of this Act, he shall send forthwith a copy of the notice to the owner of the chattel to be charged with the lien by registered or certified mail sent to him at his last-known address."

NOTICE OF LIEN
LOGGERS AND WOODWORKERS
(FORM No. 247)

Lien Claimant

vs.

Lien Debtor

WESTERN OIL & BURNER COMPANY
1845 SO. SIXTH STREET
KLAMATH FALLS, OREGON 97601

(SPACE RESERVED
FOR
RECORDER'S USE.)

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was filed in my office on the 11th day of October, 19 77, at 2:05 o'clock P.M., and recorded in book M77 on page 19364, or as file/reel number 37137, in the Record of Index of Liens upon Chattels of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
Recording Officer
By Alazel Dragnet Deputy

Fee \$6.00