

[illegible]

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 effect 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 \$7,500.00.

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 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.

Milton E. Richter

June Richter

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

STATE OF OREGON,)
County of Klamath) ss.
October 12th, 1977

STATE OF OREGON, County of.....) ss.
19.....

Personally appeared _____ and _____ 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 Frank A. Succo, Beverly P. Succo, Milton E. Richter and June Richter

and acknowledged the foregoing instru-
ment to be their 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) (Before me) *Richard C. Lewis*
Notary Public for Oregon
My commission expires *7-19-78*

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:

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 conveyor 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."

contract is fully paid and that said above described real property will be released from the lien of said contract upon payment of this contract.

It is further hereby agreed by and between the parties hereto that Sellers will allow subordination on the property so that a building may be constructed by Buvers for a residence.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of MOUNTAIN TITLE CO
this 12th day of OCTOBER A. D. 19 77 at 4:05 o'clock P. M., and
 duly recorded in Vol. M77, of DEEDS on Page 19502
FEE \$ 6.00 *Wm D. MILNE, County Clerk*

By Wm D. MILNE, County Clerk
K. Hazel Drayton