

23490

and payable;

(3) To specifically enforce the terms of this agreement by suit in equity;

(4) To declare this contract null and void.

Should it become necessary for either party to secure the services of an attorney or incur any other expense to enforce any of the provisions of this contract, defaulting party agrees to pay such reasonable attorney's fees and expense, together with such attorney fees, foreclosure report, and expenses as may be incurred in a lawsuit, including fees and costs upon any appeal to an appellate court.

Purchasers further agree that failure by Seller at any time to require performance by Purchasers of any provision hereof, shall in no way affect Seller's rights hereunder to enforce same, nor shall any waiver by 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto, their respective heirs, executors, administrators, personal representatives, and assigns.

WITNESS the hands of the parties, the day and year above first written.

Hazel Reddington
HAZEL REDDINGTON, Seller

Marvin J. Kliever
MARVIN J. KIEWER, Purchaser

Marie J. Kliever
MARIE J. KIEWER, Purchaser

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

Personally appeared the above-named HAZEL REDDINGTON, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-5-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of DECEMBER A.D., 1977 at 11:39 o'clock P.M., and duly recorded in Vol. M77, of DEEDS on Page 23187.

FEE \$ 12.00

WM. D. MILNE, County Clerk
By Bernard B. Helich Deputy