

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, possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in said seller without any act 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.

Buyers will comply with all existing county building codes and sanitation requirements. Seller advises of existing provisions for which buyers assumes no responsibility or obligation.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3,200.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).

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 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.

Langston Gotcher
Langston Gotcher
Mildred A. Gotcher
Mildred A. Gotcher

Fred W. Koehler, Jr.
Fred W. Koehler, Jr.
Barbara Leyba
Barbara Leyba

Alice J. Gotcher
Alice J. Gotcher

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

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

Winfield Title, Inc.

On December 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Fred W. Koehler, Jr.

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature *Sheree L. Towle*
Sheree L. Towle

Name (Typed or Printed)

FORM C-8

(This area for official notarial seal)

and
duly sworn,
former is the
later is the

a corporation,
corporate seal
sealed in be-
and each of
and deed.

(OFFICIAL
SEAL)

instrument is exe-
cuted conveyed,
the parties are

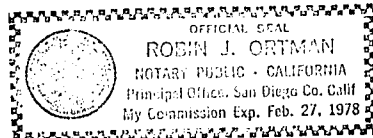
State of California }
County of San Diego } ss.

On this the 23rd day of November 1977, before me, Robin J. Ortman

the undersigned Notary Public, personally appeared Langston Gotcher, Mildred A. Gotcher, Barbara Leyba, and Alice J. Gotcher

Known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Robin J. Ortman
Robin J. Ortman

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of December A.D., 1977 at 11:45 o'clock A.M., and duly recorded in Vol. 117 of Deeds on Page 23883.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha H. Helock* Deputy