	PREM No. 780-CONTRACT-REAL ESTATE-Monthly Payments. M.	10.6040-B STEVENS HESS LAW FUBLISHING CO., FORTLAND, OR, 97204						
	44357 · contr	RACT_REAL ESTATE Vol. 78 Page 4491.						
	<i>THIS CONTRACT, Made this</i> 15th Barbara Jean Kezar	day of February , 19.78 , between						
and Thomas J. Krol and Kathleen S. Krol, husband and wife								
WITNESSETH: That in consideration of the mutual covenants and agreements herein cont seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the foll scribed lands and premises situated in Klamath County, State of Oregon								
That portion of W 1/2 NW 1/4 of Section 8, Township 39 South, Ram East of the Willamette Meridian, Klamath County, Oregon, describe follows: Commencing at a point on the Northwesterly line of the Weed-Klama Falls Highway, which lies Northeasterly thereon a distance of 460 feet from the intersection of the Northwesterly line of said high with the Northeasterly line of the County Road conveyed to Klamat County by deed recorded in Volume 132 at page 543, Deed Records o Klamath County, Oregon and thence run North 51° 19 1/2' West and parallel with the Northeast line of the County Road a distance of feet; thence North 38° 40 1/2' East parallel with said highway 11 a distance of 100 feet; thence Southeasterly and parallel with the initial line of this description 320 feet to said highway line; t run along said highway line Southwesterly a distance of 100 feet the point of beginning. Subject, however, to the following: 1. Rights of the public in and to any portion of the herein desc Aremises lying within the limits of streets, roads or highways. (for continuation of this document see reverse side of this contr for the sum of Fixe, 100, 320 feet to which is hereby acknowled Dollars (\$ 1,500.00) is paid on the execution hered (the receipt of which is hereby acknowled seller); the buyer agrees to pay the remainder of said purchase price (the receipt of which is contract.) of the seller in monthly payments of not less than Thirty-Five and No/100ths Dollars (\$ 35.00 be paid by March 1, 1982. No prepayment penalty on this contract.) payable on the 5th. day of each month hereafter beginning with the month of March and continuing until said purchase price is fully paid. All of said purchase price may be paid a								
							ی دی 17 د این	all deferred balances of said purchase price shall bear interest at the rate of $\frac{93}{27}$ per cent per annum from February 15, 1978 until paid, interest to be paid monthly and * {being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro- rated between the parties hereto as of the date of this contract.
et Salaciti	The buyer warrants to and covenants with the seller that the							
	The buyer shall be entitled to possession of said lands on $F \in C$ he is not in default under the terms of this contract. The buyer ager erected, in global condition and repair and will not suffer or permit and all other liens and save the setter humless therefore and remains such liens; that he will pay all taxes hereafter feeled against said pro- atter lawfully may be imposed upon said premises, all promptly below insure and keep insured all buildings now or hereafter elected on said full insurable not less than $F = Value and the setter burget of the setter of the$	(1) A for desired the continuent of purposes other them agricultural purposes Bbruary 15						
	to and become a part of the debt secured by this contract and shall the seller for buyer's breach of contract.	for such insurance, the serier may do so and any payment so made shall be added bear interest at the rate aloresaid, without waiver, however, of any right arising to						
	The seller adrees that at his expense and within $30$ days from the date hereof, he will furnish unto huyer a title insurance pulses in many the equal to suit purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this adreement, here will furnish and the pulses price) has been upon and other restrictions and easements now of recard, it any. Selfer and this adreement, here said purchase price is hardweatable title in and to said premises in the selfer on or subsequent to the date of this adreement, here said purchase price is highly pulsal and upon surrender of this adreement, he will deriver a good and sulface dared somering said premises in the selfer of the said processing of the said restrictions and the buyer, his beits and assigns, here and clear of encumbrances as of the date hereoid and free and clear of all encumbrances in the said resements and premised or arising by, through or under selfer, excepting, however, the said excements and restrictions and the buyer and but there excepting all liens and encumbrances created by the buyer or his assigns. (Continued on reverse)							
	Legar.	STATE OF OREGON,						
	SELLER'S NAME AND ADDRESS	County of I certify that the within instru- ment was received for record on the						
	BUVER'S NAME AND ADDRESS	day of ,19, at o'clock M., and recorded						
د	After recording return to: M2C A0 6 th.	- ror in book on page or as ror tile/keel number ,						
		Record of Deeds of said county. Witness my hand and seal of County affixed						
	Until a change is requested all tax statements shall be rent to the following address	- County affixed.						
-	2850 Greeneprings DU	Recording Officer By Deputy						
	Aslamach & all Ough 47601							

## 4491

And it is understand and agreed between said parties that time is of the essence of this contract, and in consthe-hisyer shall fail to make the payments above required, or any of them, punctually within 20 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. (3) to withdraw said deed and other documents from excrow and/or (4) to loceclove 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. (3) to withdraw said deed and other documents from excrow and/or (4) to loceclove this contract by suit in equily, and in any of such cases, all rights and interest created or then existing in layor of the buyer hereunder shall utery case and de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest 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, tulty and perfectly as if this contract and such payments had never been made; and in premises up to the time of such default. And the said seller, in case of such default, shall have the right in improvements and approximation are completed in the solution of the lorestid, without any receive the such default any rights therefore made on this contract are to be channed, is and reasonable rent of such default, shall have the right in improvements and apputtenances thereon or thereto belonging.

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the land aloresaid, without any process of law, and lake minimum processor in the provision hereol shall in no way allect his belonging. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way allect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereol be held to be a waiver of any succeeding breach of any provision hereol 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 \$ 5,447,46 or instades other property or value given or promised which is the while onsideration (Indicate which).

Substruct and action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to promate which any other any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and it an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and it an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party in the contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the mascuine, the leminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply qually to corporations and to individuals. This agreement shall bind and inue to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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. Barbara Jean lear Thomas Kezar Thomas J. Kr Athlen ¥ŕól, <u>A</u> NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS \$3.036, athleen S. Krol STATE OF PRESENT, County of SAN BERNARDINO STATE OF OREGON, ) ) 53. ) 55. Feb Y8 , 1978 . Klamath 78 Personally appeared Barbara Jean Kezar XXXXX who, being duly sworn, Personally appeared the above named : <del>ean-Kess</del>r, Thomas J. Krol and Kathleen S. Krol nent to be the ir 14 Bolore nu (OFFICIAL ilder SEAL) San Bernardins BOblinty Public for Oregon 17-19-Notary My Commission Expires Oct. 27, 1980 My commission expires: My commission expires ... ORS 93.635 (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 cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-re bound thereby. veyed, ties are ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) 2. Right of way along the county road for the transmission of electric current and power and incidentals as conveyed to California Oregon Power Company by instrument recorded July 7, 1925 in Volume 68, page 107, Deed Records of Klamath County, Oregon. 3. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein August 5, 1976 August 26, 1976 M76, page 13340, Microfilm Records of Klamath County, Dated: Recorded: Volume: Oregon Amount: \$21,350.00 Amount: \$21,350.00 Grantor: Barbara Jean Kezar, a single woman Trustee: Transamerica Title Insurance Company Beneficiary: Equitable Savings and Loan Association, which Buyers do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Trust Deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract unless said Trust Deed is assumed by Buyers at a later date.

It is expressly covenanced and agreed by and between Seller and Buyers that a default by Buvers in the performance of this contract shall constitute a default under the terms and provisions of the contract held in escrow account , at Mountain Title Company, so as to entitle the Seller to the return of the documents herein deposited.

It is further understood and agreed that Buyers shall be charged a pre-payment penalty the same one Equitable Savings and Loan would charge in the event this contract is propaid by Buyers.

It is further understood and agreed by the parties hereto that the property taxes and fire insurance are included in the monthly payments. It is agreed that in the event the taxes and fire insurance increase the monthly payments are to be adjusted accordingly. It is further understood and agreed that the taxes and fire insurance premiums are to be added back to the balance of the contract by the escrow agent upon presentation of paid receipts therefor.

4493 TATE OF OREGUN; COUNTY OF KLAMAIH, S. filed for record at request of Mountain Title Go. this \_\_\_\_\_ day of \_\_\_\_\_ March A. D. 19 78 at 12:12 Delock P M. at duly recorded in Vel. \_\_\_\_\_\_, of \_\_\_\_ Deeds \_\_\_\_ on Page 4491 Wm D. MILNE, County Cler States and a second Territha H Fee \$9.00 FORM No. 706-CONTRACT-BEAL ESTATE-Monthly Paymonts. MHC. 6040-B STEVEND NESS LAW FURLISHING CO., FURTLAND, OR. 51704 4495 M CONTRACT-REAL ESTATE 44358 Vol. 18 Page . 4494 THIS CONTRACT, Made this 15th day of February 78, between Barbara Jean Kezar and Thomas J. Krol and Kathleen S. Krol, husband and wife , hereinafter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-scribed lands and premises situated in Klamath County, State of Oregon, to-wit: scribed lands and premises situated in Klamath County, State of Oregon , to-wit: That portion of W 1/2 NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: 1 Commencing at a point on the Northwesterly line of the Weed-Klamath Falls Highway, which lies Northeasterly thereon a distance of 460 feet from the intersection of the Northwesterly line of said highway with the Northeasterly line of the County Road conveyed to Klamath County by deed recorded in Volume 132 at page 543, Deed Records of Viewath County Orecord and thereo run North 51° 19 1/21 West and Klamath County, Oregon and thence run North 51° 19 1/2' West and parallel with the Northeast line of the County Road a distance of 320 feet; thence North 38° 40 1/2' East parallel with said highway line 22 a distance of 100 feet; thence Southeasterly and parallel with the initial line of this description 320 feet to said highway line; the line; thence run along said highway line Southwesterly a distance of 100 feet to the point of beginning. Subject, however, to the following: 1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways. (for continuation of this document see reverse side of this contract) for the sum of Two Two Thousand Four Hundred Fifty Dollars (\$ 22,452.54) (hereinafter called the purchase price), on account of which one, Thousand Five Hundred and Dollars (\$1,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 20,952.54 ) to the order seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 20,952.54 ) to the order of the seller in monthly payments of not less than ONE HUNDRED EIGHTY-TWO and 86/100THS Dollars (\$ 182.86 ) each, or more, prepayment penalty, payable on the 5th day of each month hereafter beginning with the month of March and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 9 1/4 per cent per annum from February 15, 1978 until paid, interest to be paid monthly and \* \#Xada Hobyta X eing included

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

18) We an organization of teven a baye is " band and son February 15, 1978, and may retain such possession so long as the bayer shall be entitled to possession of said lands on February 15, 1978, and may retain such possession so long as rected, in four chairs and save the seller harmless thereform and reimburse seller lor all costs and attorney's less incurred by him in default and endings and remises, all promptly before the same or any part there erest, bubble charges and manifold liens which here the same or any part there and all promoted at bubbles, and may make the seller because the seller erected on said prompts, as well as all water rents, public charges and manifold liens which here the same or any part there of a days at due; that at buyer sequence he will be an amount for an another erected on said premises, all prompty before the same or any part there of days due; the setter at the advertion on the same or any part there of the advert at the setter beyer approach be will be adverted to prompt a same and an another become part that a buyer's separe. He will be an any and the setter bard of the same or any part there of the same become the advert at the advert at the setter beyer and the same or any part there of the setter beyer approach be will be adverted at bubbles approach.

after lawfill why be imposed in a survey of hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount full insurable value in a company or companies satisfactors to the seller, with loss payable first to the seller and then to the buyer as the respective interests may appear and all policies of insurance to be delivered to the seller may do so and any payment so made shall be added with box of the deliver rents. These, or charges or to pincure and pay for such insurance, the seller may do so and any payment so made shall be added to seller insurance, the seller buyer so made shall be added to seller insurance, the seller may do so and any payment so made shall be added to seller insurance. The seller may do so and any payment so made shall be added to the seller lor buyer's breach of contract.

the seller for buyer's breach of contract. The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-suring tim an annount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and encoded the subsequence of the buyer price in the seller on the subsequent in the date of this agreement, and the buyer price is subsequent in the buyer price is and upon surrender of this agreement, he will deliver a good and sufficient device converges shift when premises in fee simple unto the buyer price is has and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since solid date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the faces mentions and restrictions and the faces mentions and restrictions and the seller of the taxes mention and restrictions and the faces mentions and restrictions and the clear of a seller of encumbrances as of the date hereof and free and clear of all encumbrances lines, water tents and public charges so assumed by the buyer and lutther excepting all liens and encumbrances created by the buyer or his assigns.

## (Continued on reverse)

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrate and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller a creditor, as such word is defined in the Truth-in-tending Act and Regulation Z, the seller MUST camply with the Act and Regulation by making required disclosure for this purpose, us Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event w Stevens-Ness Form No. 1307 or similar.

Regar.	STATE OF OREGON.
SELLER'S NAME AND ADDRESS	SS. County of I certify that the within instru- most was received for record on the
BUYEN'S NAME AND ADDREES	day of ,19 , BPACE HEBERIVED at o'clock M., and recorded in book for pade
MAC So 6 th	ron in book on page or as RECORDER'S USE file/reel number Record of Deeds of said county. Witness my hand and seal of
Until a change is requested all fax statements shall be sent to the following address. M. K. M. K. Mora M. Markas, J. Kieles	County affixed.
2000 greenspring Nel Reamed gall 10 higon 97601	Recording Officer By Deputy
ramt, ADDRESS, 219	

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall laid to make the payments option shall have the following rights: (1) to declare this contract and and void, (2) to declare the whole unpaid principal balance of said purchase price with the intermation of the essence of this contract, and in case the buyer shall laid to make the payments option shall have the following rights: (1) to declare this contract and void, (2) to declare the whole unpaid principal balance of said purchase price with the intermation of the provise above described and void, (2) to declare the whole unpaid principal balance of said purchase price with the intermation of the previses above described and all their digiting and in any of such case, all rights and interest created or then existing in laws of the buyer as against the selfer thereander shall revert to and revest in said selfer without any set of re-entry, or any other act of said selfer to be performed and without any right of the buyer of return, reclamation or compensation for case of such delault all payments theretofore made on this contract are to be relained by and belong to said selfer as the agreed and reasonable rent of said selfer as the agreed and reasonable rent of said belong in a said on account of the adjeted and take immediate possession thereol, together with all the improvements and payments theretofore made on this contract are to be relained by and belong to said selfer as the agreed and reasonable rent of said selfer without any process of law, and take immediate possession thereol, together with all the improvements and apputienances thereon or said apputences thereon or said selfer without any succeeding the same, nor shall make the selfer at the safe default, shall have the right immediately, or at any time therealter, to enter upon the selfer without any process of law, and take immediate possession thereol, together with all the improvements and apputtenances thereon or said a This contract is second and junior to a contract of sale between Barbara Jean Kezar and Thomas J. Krol and Kathleen S. Krol in the amount of 5,447.46, dated \_\_\_\_\_\_ February 15, 1978 (D) The true and actual consideration paid for this transfer, stated in terms of dollars, is \$22, 452.54 Tlowever, the actual consideration promised which is first of the actual consideration agrees of the property or value given or promised which is first of the dollars, is \$22, 452.54 Tlowever, the actual constideration contained actual constituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such a statement shall be taken to mean and include the prevailing party in said suit or action and it an appeal is taken from any party's attorney's fees on such appeal. In construing this contract, it is understood that the selfer or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the loning here than the mether, and that generally all genematical changes that the self of a the plural, the masculine, the teninine and the neuter, and that generally all genematical changes the sectors, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instructed the interest in the signal as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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. Barbara Jean kan thomas of A Kathlen S. Kezar Krol NOTE-The sentence between the symbols (), if not applicable, should be deleted. Sea 1980 CALIFORNIA STATE OF OREGON. STATE OF OREGON, County of SAN BERNARDINO 27. County County of Klamath ) ss. 30 Ċ. February Personally appeared BACBARA JEAN KCZAR Expires Personally appeared the above named Borbora Jean Kozar, Thomas J. Krol and Kathleen S. Krol and acknowledged the foregoing instru-ment to be their voluntary act and deed. 13 ..... OFFICIAL Selfre no: Betorg me: act de and SEAL) Notary Public for Oregon 17-19-78 My commission expires ý. Notary Public for Oution CALIFORNIA My commission expires: ORS 93,635 (1) All instruments contracting to convey fee tille to any real property, at a time more than 12 months from the date that the instrument executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the till to be 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 parts are bound thereby. ORS 93,990(3) Violation of ORS 93,635 is punishable, upon conviction, by a fine of not more than \$100. 2. Right of way along the county road for the transmission of electr current and power and incidentals as conveyed to California Oregon Power Company by instrument recorded July 7, 1925 in Volume 68, page 107, Deed Records of Klamath County, Oregon. 3. Trust Deed, including the terms and provisions thereof, given to as may be provided therein. Dated: August 5, 1976 Nolume: M76, page 13340, Microfilm Records of Klamath County, Oregon electric Oregon Amount: \$21,350.00 Amount: \$21,350.00 Grantor: Barbara Jean Kezar, a single woman Trustee: Transamerica Title Insurance Company Beneficiary: Equitable Savings and Loan Association, which Buyers do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Trust Deed shall be paid in full above described real property will be released from the lien of said by Buyers at a later date. by Buyers at a later date. It is expressly covenanted and agreed by and between Seller and Buyers that a default by Buyers in the performance of this contract shall constitute number in the sum of \$3,947.46, at Mountain Title Company, so as to entitle the Soller to the return of the documents therein deposited. payment penalty the same one Equitable Savings and Loan would charge in the start is further agreed by the parties that when the contract in the sum of \$3,947.46 has been paid in full, then the Buyers may assume the above-Association. Buyers to pay cost of assumption and are to receive any money in the event taxes and fire insurance premiums increase the payments are to be increased accordingly upon agreement between the parties. to be increased accordingly upon agreement between the parties.

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4496 STATE OF OKEGON; COUNTY OF ALAMAIN, SS. Filed for record at request of \_\_\_\_\_\_Mountain Title Co.\_\_\_\_ this 9th day of March duly recorded in Vol. \_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_ -A. D. 19 78 at 2: 12 clock P M., gr. - on Page\_\_\_4494 Fee \$9.00 W= D. MILNE, County Cler M Sin 10 Vol. 79 Page 197 bruary 19 78 , by and between 44359 day of February THIS AGREEMENT, made and entered into this 27 hereinafter called Seller, and RICHARD KAHN and GRETCHEN ADAMS, as joint tenants with the right of survivorship called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers). Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions Setter agrees to set to the buyer and the buyer agrees to buy from the Setter for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, The W 1/2 of the SE 1/4, SE 1/4 of the SE 1/4, Section 35, Township 38 South, Range 11 E.W.M., and the NW 1/4 of the NE 1/4 of Section 2, Town-ship 39 South, Range 11 E.W.M., Klamath County, Oregon. SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land. The purchase price thereof shall be the sum of 35,000.00, payable as follows: 5,000.00 upon the execution hereof; the balance of \$ 30,000.00 shall be paid in monthly installments of \$ 286.70 ~ % per annum on the unpaid balances, the first such installment to be paid on the 2 , 19 78 , and a further and like installment to be paid on or before the 1st Ē including interest at the rate of 8 **LSU GAPTER INTO ADDALLE IN 10 / 0 and a number of the instantiant to be paid of the before the LSU day of the every month thereafter until the entire purchase price, including both principal and interest, is paid in full. <b>every month thereafter until the entire purchase price, including both principal and interest, is paid in full.** (DSC) and the other terms of the other terms of the other terms of conditions and the other terms of the terms of this agreement (1) to declare the terms of this agreement of the terms of the terms of the other terms of the other terms of the other terms of the other terms of the terms of the terms of the other terms of the other terms of the terms of the terms of the other terms of the other terms of the other terms of the terms of the terms of the other terms of the terms of the terms of the other terms of the other terms of the terms of the other terms of the other terms of terms of the terms of the other terms of the other terms of the terms of the other terms of the other terms of the other terms of terms တ and revealer (3) To apachtically enforce the raters of this agreement by suit in equity; (4) To declare this contract null and void, and in our in our studie contract null and strate in any or such cases, except exercise of the right to specifically enforce this agreement by suit in equity, of the right is exercise of the right to specifically enforce this agreement by suit in equity, of the right is exercise of the right to specifically enforce this agreement by suit in equity, of the right is specifically enforce this agreement by suit in equity, of the right is specifically enforce the specifically enforce the specifical the reservence of the right is exercise of the reservence of the 01 .....

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1-03 AGREEMENT, made and entered into this 2.7 day of February 19 78 , by and batween PREMITISS K. PUCKLTT Insteinatter called Seller, and RICHARD KAHN and GRETCHEN ADAMS, joint tenants with the right of survivorship hereinatter called Buyer, (It being understood that the singular 25 shall include the plant if there are two or more sellers and/or buyers).

Page --

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## WITNESSETH

Seller agree to tell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions and there there all of the following described property and improvements situate in Klamath County, State of Oregon,

The N L/2 of the SE 1/4, SE 1/4 of the SE 1/4, Section 35, Township 33 South Range 11 B.W.H., and the NK 1/4 of the NE 1/4 of Section 2, Town-ship 39 South, sange 11 E.W.M., Klamath County, Oregon.

RUINGON WAR ALL Adding real property taxes and assessments; reservations, restrictions, case and rights of way of record, and those apparent. , bas I sha ho

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Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to aún recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the 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.

reement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

where the hands of the parties the day and year first herein written.

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Buyer Richard Kahn dance X

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Gretchen Adams

7 19\_78 ) ss. VFebruary STATE OF OREGON, County of Klamath e phor to the explication of this agreement without the written con Personally appeared the above named

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	neme was received and mee	d duly recorded in Vol.M	