205 CONTRACT-BEAL ESTATE-Monthly Part Vol. 78 CONTRACT-REAL ESTATE Page 5801 45288 ा day of December 19 77 between James R. DeBaun, Trustee, and/or Any Successor Trustee, Under Written Beclaration of Trust dated September 7, 1972 - BC/10, Bi, Ben Lake, CA 92315, hereinater called the seller, and Daniel Bailey, 5851 Oak Knolls Rd., Simi, CA 93063 5th 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 described lands and premises situated in Klamath County, State of Oregon, to-wit: Southeast ½ Section 36 Twp 36 South Range 12 East Willamette Meridian. All subsurface rights excepting water are herewith reserved by Grantor and his Successors. Grantor grants to Grantee and his Successors the non-exclusive use in easements recorded in Vol M78 Pg9966 Klamath County ON SOUCE SHOT Records, excepting therefrom the orights togodraw and pump water. This conveyance is made subject to: Rights, rights of way, easements of record and those apparent on the land setter does not possess nor does he convey Oregon State Water Rights. My Convission Expires May 13, 1975 LOS ANGELES COUNTY HOTARY PUBLIC CALIFORNIA WILLIAM T. BARRON OFFICIAL SEAL tor the sum of <u>Thirty-two Thousand-----</u>Dollars (\$32,000.00) (hereinafter called the purchase price); on account of which Dollars (\$ 364.00) each. Or more per month, including 9% per annum per payable on the 15th day of each month hereafter beginning with the month of January , 19.78, Sand continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; interest December 15; 1977 until paid, interest to be paid monthly and * the addition to being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prothe 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. The buyer warrants to and covenants with the seller that the real property described in this contract is "(A) primarily for buyer's personal tamily, household or agricultural purposes, "(B)) for an organization or (even if buyer is a natural person), is (or (business or commercial purposes other than agricultural purposes. (B)) for an organization or (even if buyer is a natural person), is (or (business or commercial) purposes other than agricultural purposes. (B)) for an organization or (even if buyer is a natural person), is (or (business or commercial) purposes other than agricultural purposes. (B)) for an organization or (aven if buyer is a natural person), is (or (business or commercial) purposes other than agricultural purposes. (B)) for an organization or (aven if buyer is a natural person), is (or (business or commercial) purposes other than agricultural purposes. (B)) for an organization or (aven if buyer is a natural person), is (or (business or commercial) purposes other than agricultural purposes. (B)) for an organization or (aven if buyer is an antural person), is (or (business or commercial) purposes other than agricultural purposes, and or (b) for an organization or (aven if buyer agricultural person) is (or (business or aver) is (business or (b)) has contract. The buyer agricultural purposes that at all thinks the purposes there it from mechanic a series of the built new well as all costs and are remover by this inducting against and against and against and against and is promises (become past due; that at buyer expense, he will against and against and against and against and the same or any part, there become past due; that at buyer expense, he will a buyer expense, he will against and same against low or damage by fire (with extended coverage) in an amount and buy pressed all buildings now, or hereafter erected on said prem not less than \$......NC IN WITNESS WHEREOF, said parties has(Counseq outstates) ustrument in intelection in either of the order is and IM MALL V 1566 MALLS 100 States of a contrast of the selection of verses is a selection of the selection of Sumarily and Form No. 1307 or similar respective to the second se James R. De Boun, Trustee CAL 9231500 Desrtify that the within instru-BELLER'S NAME AND ADDRESS ment was received for record on the Damiel Bailey 5857 Oak Koolls Road Simi, CA 93063 BUYER'S NAME AND ADDRESS day of SPACE RESERVED in book..... FOR After recording roturn to: The second secon tile/reel number RECORDER'S USE Record of Dreds of said county. Witness my hand and seal of County affixed. Until a change is requested all tex statements should be sant to the following a Gill a thoga la reason and leg Deniel Bailey 5851 Oak Enolls Road Simi, CA 93063 NAME ADDRESS ZIP Recording Officer Deputy By ... 2805

And it is understood and agreed between said parties that time is of the assence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or nill to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) degree this contract null and void, (2) to declare the whole unpaid principal balance of said punchase price with the interest thereon at once due and payable, degree this contract null and void, (2) to declare the whole unpaid principal balance of said punchase price with earning and the right to the possession of the interest created or then existing in favor of the hours easen and the right to the possession of the principal balance of said punchase price with earning and the right to the possession of the principal balance of said punchase price with earning and the right to the possession of the principal above described and all other rights equal to the buyer as adjunct the seller here of a said scale for the said scale for the principal balance of said punchase price with earning with default all payments theretories made payable above described and all other rights equal to the buyer of return, reclamating to and revert in said the land the right for the punchase of said scale for the pay are about they right equal to the buyer of return, reclamating to and revert in said the premise with default all payments theretories made earlier, in case of such default, shall have there for fault contract and such payments had never of some second and the informed any act of as and the price and a state of said scale earlier as the agreed and rever in said belonging. The buyer further agrees that failing by the seller, in case of such default, shall have there first immediately. See af any time thereafter, to any provision hereoi shall scale earlier of any since of said seller of any since thereafter, to any provision hereoi shall in a new of said seller of any sin HYME TODBEL T'TH 5802 III ECOX. ON Pass Darriel Brilets 5251 Dark Kuralls Roads Digit Charles Anne Alla ADDARAS dar (I... VET una Seconda 10 ment was received for record on the The true and setual consideration paid for this transfer, stated in terms of dollars, is \$32,000.00 (However, the actual consideration con-sists of or includes other property or value, given or promised which is part of the consideration (indicate which).0 (However, the actual consideration con-tum as the trial court may adjudge reasonable as attorney's less to be allowed the provailing party in said suit or action and it an appeal is taken form any terms of be under a single as the provailing party in said suit or action and it an appeal is taken form any terms of be under a single as the provailing party in said suit or action and it an appeal is taken form any terms of be under a single as the provailing party in said suit or action and it an appeal is taken form any terms of be under a single as the provision hereof, the losing party in said suit or action and it an appeal is taken form any terms of the provision hereof, the losing party in said suit or action and it an appeal is taken form any terms as the appeal action and it an appeal is taken form any in the angular promound and indee reasonable as the provision hereof, the buyer may be more than one person or a corporation; that it the context so requires, in the sand, and mark to the benefit of the provision hereof, applicant to make and that generally all grammatical, change errors and and mining and mining and the state of the provision hereof applicant promound and that appeal is taken to require the provision hereof, applicant to the benefit so the benefit of the provision hereof applicant to the provision hereof applicant to the constraint of the provision hereof applicant the provision and the same and includes the provision there and the same and the same and the provision there and the same applicant to the benefit of the terms of the terms of the provision there and applicant to the same and the same and the same applicant to the terms of the same app cortify that the worther matters 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 there and by order of its board of directors. NOTE-The sentence between the symbols (). If not opplicable, should be caleted. See ORS (53,030) coned permand acknowledged the Voregoing instruction of the contract and acknowledged the foregoing instruction and that the seal attitude to the foregoing instrument is the corporation, Dec Guiller 1 (Support for the seal attitude to the foregoing instrument is the corporate seal half of said corporation and that said instrument was signed and seal in be-half of said corporation by authority of its board of directors; and each of the seal attitude to the foregoing instrument is the corporate seal half of said corporation by authority of its board of directors; and each of be-SEAL) (SEAL) for the sum of Thirty-two Thousand-row continued) WILLIAM T. BARRON NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Commission Expires May 13, 1979 he convey Oregon State Water Rights connt of Krawath ... This conveyance is made subject to: Rights, rights of way, wascaments of record and those apparent "On torificed apparent "On torificed apparents for the convey for the record State Way and the convey for the record state better and the convey for the record state better the record state of the record sta Records, excepting therefold recorded to Molis R18 dried and Deeded wither on Page 2801 All subsurface rights exceeding water are herev get with the successors. Grantor grants to Grantee and his buccessors. Grantor grants to Grantee and his buccessors. With Contraction on Lage to see the easements recorded in Vol M78 PgedMe D. With contract. Southeast & Section 36 Two 36 South Rathe 20.00ast Willingere Meridian. WITNESSETH: Flue to consideration of the mutual correlates and edgescients below, contained, the selfer address to self units the buyer and the buyer address to porchase there the selfer address of the tollowing described lands and premises structed in KLamath Conney, State of Oregon, 10 ed. series lands and premises situated in KLumath THIS CONTRACT, Made this 5th day of December 19 71 forward James R. DeBaun, Trustee and/or adv/siccess/free/sign (c/c/free/sile) Trust adfad Schember 7/972 - BC/19,2, Day (c/c/free/sile) and Daniel Bailey, 5851 Oak Knolls Rd., Simi, CA 93060 45288 Vok 10 Page 11 CONTRACT-42AL ESTATE 2801 COMINACT - ECAL ELEVIE - VIANISIA