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## hereinafter designated as "Buyer";

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of the turn of \$1,000.00 by Daves Selectorer with Buyer that Buyer shall have his lot released from any

That the celler, in consideration of the covenents and agreements lessingfiles contained, to be the first performed as a condition to the second seco the the second by the second of a second of your sole and the second of 200

County, Oragon.

Subject to pro rate of taxes and/or assessments for the fiscal year 19.78 - 19.79, and thereafter coming due and also subject to

conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of  $\frac{Seven}{100}$  Dollars (\$ 7.400. ), which sum Buyer agrees to pay Seller Each place or places as Sellership hereinafter from time to time designate, as follows: <u>Seven hundred</u> Defers (\$ 700. ) in cash upon the execution and delivery of this agreement, the receipt thereof being duly acknowledged and the balance of said sum in installments of <u>Seven ty</u> SIX and 210 pollars (\$ ) the balance of said sum in instellarents of Seven  $\frac{61x}{25/10}$  and  $\frac{25/10}{25}$ Dollars (\$\_\_\_\_\_ or more on or before the day of <u>Ma</u>

19.14, inclusion interest on all deferred payments from date hereof at the rate of \_\_\_\_\_\_ per ancum, continuing until paid. Each instances will be set be applied by the holder hereof, first, so much as shall be required to the payment of interest accured as above specifical and text, the belonce thereof, to the payment of the principal sum. 25

Buyer also agrees to pay \$\_\_\_\_\_\_ over and above the above referred to purchase price, seid sum being used for purchasing a title insurance policy and for the establishment of an escrow.

Buyer agrees to pay all taxes hereinafter levied as well as all public and municipal liens and assessments hereinafter lewfully imposed upon said property, all promptly and before the same orany part thereof become past due. Seller may, at its option, pay all such taxes, levies or assessments (including installments on bonds) together with penalties thereon and such payment will be conclusive evidence of the validity of such payment. Any embant so paid, together with interest, at the rate of \_\_\_\_\_\_\_ per annum from the date of payment until repaid, shall be repaid by Buyer to repay the same with such interest within 30 days after such demand by Selier shall constitute a default under the terms of this agreement. In the event the taxing autori-ties do soft make a separate assessment for the property described above, but said property is assessed as a portion of a larger percent. which the unsold portions have been misde available for sele by Seller.

IT IS FURTHER AGREED that time is of the essence of this contract and full performance by Buyer of all his obligations becaudar is and chall be a condition proceedent to his right to conveyance hereunder. Except as herein elsewhere provided, Buyer agrees to pay a \$1.00 charge for payments more than 15 days late with an additional \$1.00 late charge for each 15 day period there-after, or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when the same become due or (b) in the observance or performance of any obligations hereunder the Seller may thereupon enforce its rights hereunder either by (1) declaring this contract null and void (2) declaring the whole unpaid principal balance of said purchase price with the interest thereop at once due and payable and/or (3) foreclosing this contract by suit in equity. In any of the above three cases hersunder either by (1) declaring this contract null and void (2) declaring the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) foreclosing this contract by suit in equity. In any of the above three cases, all payments made prior to such default by the Buyer to Seller shall be retained by the Seller as agreed upon as reasonable rental and as liquidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being liable to any action therefore. Buyer agrees to pay all costs and expenses of any kind commenced by Seller to enforce this agreement, including reasonable attorney's fees, including costs and stores of any kind commenced by Seller to enforce its rights thereunder it may declare this agreement to be null and void and Buyer's rights thereby forfeited by a service upon Buyer of Seller's written declara-tion of forfeiture and Concelletion at by depositing function written declaration in the United States small, postage prepaid, addressed to the Buyer at the post office address between such othersizedness supplied by Buyer to Seller. In the event Buyer defaults in his payments and this agreement is terminated by a defaultion of forfeiture Buyer's liability for past due payments and interest, will be terminated upon convevance by Buyer of a deed in lieu of foreclosure. terminated upon conveyence by Buyer of a deed in lieu of foreclosure.

The Buyer agrees that he will, at all times during the tern of this agreement or any extension or renewal thereof, keep said reality the of all liess and encumbrances of every kind or nature such as are incurred or caused by the Seller and not assumed by the Buyer hareunder. Nothing conteined herein shell be construed to be a guarantee, warranty, or representation as to the present or future suistance or non-axistance of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-therity concerning or limiting the type or character of or the right to erect buildings or structures on said realty or the use to which there has been buildings. seme may be put.

The Seller agees, within a reasonable time after the Euver's compliance with all the terms and conditions hereof and the sur-encurative of this agreement, to execute and deliver to Buyer, a vegranty deed sufficient to convey title to said realty free and clear of all encurativeness hereo, done or suffered by Seller except as set forth above, and except essements or restrictions of record or apparent on the large of the land. W ni bebrouer sto

shell be construed to be events of any of the covenants, agreements, restrictions and/or conditions of this Agreement by the Soller of this agreement. The determined is any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. The determined is a variation of the Seller in exercising any right, power or remody herein provided in the event of defaust shall be construed us a variation of the seller in exercising any right, power or remody herein provided in the event of defaust shall be construed us a variation of the seller in exercising any right, power or remody herein provided in the event of defaust other than as herein provided be construed as a ways of gravitation in, any of the terms of this agreement.

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Seller hereby warrants and agrees that Seller with her bereatter place abon the property any encumbrances without first obtaining the written consent of the Buyer. Seller further warrants and agrees that Seller will not place any additional offsite improvements on the property or perform any work on the property which might result in the creation of a Mechanic's Lien on the property without fast obtaining the written consent of Buyer and without filling a surety bond with the appropriate governmental office for the performance and payment of materials and isoor gosts requisite to such improvements. In the event Seller shall underake such additional improvements or work. Seller agrees to furnish to the contractor making such improvements or performing such work, a copy of the final subdivision public report issued by the State of Oregon pertaining to the property.

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Upon the payment of the sum of \$1,000.00 by Buyer. Seller agrees with Buyer that Buyer shall have his lot released from any blanket encumbrances owed by Seller.

Report property have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Property Report property persent to the Refer and Registriant of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report lass them 48 hours prior to signing the contract or agreement you (Buyer) have the right to evolve the contract or agreement by notice to the seller until midnight of the business day following the consumation of the transaction. A business day is any calculate day except Staday, or the following business haddays. New Year's Day, Weshington's Calculated, Memorial Day, Independence Day, Labor Day, Veteran's Day! Thanksgiving and Childhated collo and a babacet to babacet to the contract of the transaction.

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