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NLAMATHE RIVER ACRESCOFT GREGON, LTD. "hereitafter definitied es "Sellar" and martin of 198124 m dout Martin to single prison to strate and of the sellar of the strate hereinafter designated as "Buyer";

of \$1,000.00 nubres Siler scorer witheurer that Buyer thall have his tot released from any

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County, Oregon.

etacilquic ni tnemutrai sint beturese evert selled bas rays. Other the statistic to pro rate of taxes and/or assessments for the fiscal year 19_28 - 19_29, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase purce for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of <u>Seven</u> <u>House non-tous</u> <u>hundred</u> <u>Dollars</u> (\$ 7, 480.), which sum Buyer agrees to pay Seller), which sum Buyer agrees to pay Seller \sim even bundres at such place or places as Seller may hereinafter from time to time designate, as follows: . Dollars (\$ 700.) in cash upon the exocution and deliveryof this agreement, the receipt thereof being duty acknowledged and the belance of said sum in installizents of Sevence Six and 5/100 polars (\$ 76.25) Dollars 15 700 or more on or before the ______ day of each and every calendar month commencing with the _ 2 day of Mar

19.72. including interest on all deferred payments from date hereof at the rate of ______ per annum; continuing until paid. Each installment when paid shell be applied by the holder hereof, first, so much as shall be required to the payment of interest accrued as above specified, and much the balance thereof to the payment of the principal sum. Buyer also egrees to pay \$______ over and above the above referred to purchase price, said 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 lawfully 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 evidences of the validity of such perment. Any emount so paid, together with interest, at the rate of ______ per ennum from the

evidence of the validity of such payment. Any emount so paid, to gether with interest, at the rate of ______ per annum from the date of payment until repaid, shall be repaid by Buyer to Seller on demand; and the failure by Buyer to repay the same with such interest within 30 days after such demand by Seller shall constitute a default under the terms of this agreement. In the event the taxing authorities do not make a separate assessment for the property described above, but said property is assessed as a portion of a larger percel or tract of real property. Seller shall ellocate to Buyer as his portion of said taxes, a portion of the taxes assessed against the entire percel or tract, determined by comparing the fair marker value of this property to the fair market value of all the land contained in the entire tract or parcet. Fair market value shall be based upon the selling price at which said property is sold by Seller, or at the price at which the unsold portions have been made available for sale by Seller.

IT IS FURTHER AGREED that time is of the essence of this contract and full performance by Buyer of all his obligations bereunder is and shall be a conditional precedent 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 lats with an additional \$1.00 late charge for each 15 day period there-effer, 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 there and pay of the abare three enters the suit in activity. In any of the abare three enterst when the same become at once due and payable and (r) is contract by suit in contract by suit in activity. In any of the abare three enterst when the interest three enterst by (1) declaring the short three enterst by suit in activity. hereunder 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 stationay's frequincideding icosts and there on appeal. In case of election by Seller to enforce its rights hereunder 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 cancellation for buildepositing such written declaration in the United States mail, postage prepaid, addressed to the Buyer at the post office eddress below or at such other address supplied by Buyer to Seller. In the event Buyer defaults in his payments and this agreement is terminated by a declaration of forfeiture Buyer's liability for past due payments and interest will be terminated upon conveyance by Buyer of a deed in lieu of foreclosure.

The Buyer agrees that he will, at all times during the tem of this agreement or any extension or renewal thereof, keep said reality free of all liens and encumbrances of every kind or nature except such as are incurred or caused by the Seller and not assumed by the Buyer hersunder. Nothing contained hersin the localisation of the a guarantee, warranty, or representation as to the present or future existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or eu-therity concerning or limiting the type on extension of the right to erect buildings or structures on said realty or the use to which same may be put.

Snn MA Noto SELPH BE OLD A LINGA doll The Select agees, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof and the sur-render of Mezgressmant, to execute and delives to Buyer, a Wertenty deed sufficient to convey title to said really free and clear of all encumbrances made, done or suffered by Seller except as set forth above, and except easements or restrictions of record or apparent on the face of the face of the face.

No waiver of the breach of the covenants, egreements, restrictions and/or conditions of this Agreement by the Saller shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. No delay or omission of the Saller Meetingshing any right, power or remedy havin provided in the event of default shall be construed as a waiver thereof, or acquiscence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this agreement. Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrances without first obtain-ing 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 first obtaining the written consent of Buyer and without filling a surely bond with the appropriate governmental office for the per-first obtaining the written consent of Buyer and without filling a surely bond with the appropriate governmental office for the per-first obtaining the written consent of Buyer and without filling a surely bond with the appropriate governmental office such additional formance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undetake such additional formance and payment of materials and labor costs requisite to such improvements or performing such work, a copy of the improvements or work. Seller agrees to turnish to the contractor making such improvements or performing such work, a copy of the improvements or work. Seller agrees to turnish to the contractor making such improvements or performing such work, a copy of the improvements or work. 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 provide your the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Property Report property present to the Rules and Regulations of the Office of Interitive Land Seles 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 and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report iss these 48 hours prior to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement by action the these versus prior to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement by action the selfer what makings of the third beginess day following the consummation of the transaction. A business day is any calendar action to the other what makings of the third beginess day following the consummation of the transaction. A business day is any calendar day emerget Sandar, or the following busines filledays: New Year's Bay. Westington's Earthday, Memorial Day, Independence Day, Labor Day, Vetersa's Day, Therefore, and Christian (1991) and in between the Calendar - ಎನ್ನ ಬ್ಯಾಟ್ಕಳ್ಳಿ **qub ni minimum** nts for the feel year 19 28 - 19. 222 and thereatter conting was a parts for the feel and/or rights of way affecting said property. Agrees to buy said property is the sum of Seven of Seven 1 1. which sum Buyer agrees to pay Selling and the sum Buyer agrees to pay Selling and the sum and seven to pay Selling and the sum Buyer agrees to pay Selling and the sum and seven to pay Selling and seven to pay Selling and the seven to pay Selling Lepis C. Call Solar international designations of the respect the respect of the second the second to the second to the second to the respect to the respec 15 1.1 . эк in march N.C.S. 10 evr de crit evode bis text over and evode bis text over an evode bis trambildetas eff oot bis contra evode transference over an 1. 1. 1. 1. 15 1925 AD714 G

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11ch doy of <u>April</u> <u>A</u>. D. 19<u>78</u> or 93. A. D. 19<u>78</u> or 94. A. D. 19<u>18</u> or 94. A. D. - on Page 6905 to stand W= D. MILME, County Clores കൂട്ടിന്നും 63

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