49747	TRACT—REAL ESTATE—Monthly Pa	CONTRACT—REAL ESTATE	STEVENS-NESS	LAW FUBLISHING CO., FORTLAN
THIS COL	NTRACT IN 1		Vol. 78	Page 122
<u>K</u>	raig B. & Linda L	7th day of . Weider H & W	ourre	, 19, 78, 1
and Willi	iam J. and Jerri B	Barnett, Jr.		hereinafter called the
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го	st 6, Block 55, La	keview Addition to K	lamath Falls	,
	1. Subject to June 7, 19	the terms and condit 78.	ions of E.N.	contract dated
	2. Entire bala	ance due upon closing	of F.H.A. 20	3b loan.
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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 20 days of the time limited therefor, or fail to keep any afteement herein contained, then the seller at ha above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any afteement herein contained, then the seller at ha above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any afteement herein contained, then the seller at ha the interest thereon at once due and payable. (3) to withdraw said deed and other documents from escrow and/or (4) to horelowe this contract by suit in termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall evert ber and de-eller without any act of reserve, or any other act of said seller to be preixended and without any right of the buyer as against the seller that new other act to said seller to be preixed and without any right of the buyer to return, reclamation or comparison for case of such cleand all paytents theretofece that early seller with and without any right of the buyer as the agreed and reserve here made and in premises up to the time of such cleand. And the said seller, in case of such delault, shall have the right instituted and paytents theretofece that such acts are of such cleand is and seller with and the said seller is not act and such payments had never been made; and in premises up to the time of such cleand. And the said seller is never of said seller with all payteness that any provision the seller with and and seller at the immediately, out the immediately, out at any time thereatter, to enter upon 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 allect his of any such provision, or as a waive

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The true and actual consideration paid for this traisfer, stated in terms of dollars, is \$ 5,500.00.

-6 (6.5)

The true and actual consideration paid for this traisfer, stated in terms of dollars, is \$ 5,500.00 . We were, the second consideration on the whole in the whole intervent may adjudge reasonable as it corney's less to be allowed the prevailing party in said suit or action and it an appeal is taken from any judgement or decree of such trial court, the losing party inthe promises to pay such such as a prevent, the losing party in the party in the prevailing party in the appeal is taken from any in the order any provision hereol, the appeal is taken from any in the order and party in the party in the appeal is taken from any intervent with a prevail and include the plural, the prevailing party in the appeal is taken from any in the intervent with the terms of the plural, the masculine, the lemine and the neuter, and that dementally all grammatical changes the singular pronous shall be taken to mean and include the plural, the masculine, the lemine and the neuter, and that dementally all grammatical changes the recourst and ministrators, prevision there of the benefit of, as the commutances may require, not only the immediate parties hereto but their respective in the singular processor in interest and appeal in the terrest on any stellar processor in the singular processor in the prevision there any appeal is the ender any only the immediate parties hereto but their respective. In WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned in a commentation of the individual commentation but its officients in the order and the prevision the prevision the prevision the prevision the previs

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.

Maia - William J Baract JR Weider Am Barrett Linde

NOTE-The sentence between the symbols (), if not applicable, should be deleted. Sea ORS 93.030].

STATE OF OREGON,) ss. County of Anath, 19..... June 7, 19.28 Personally appeared Personally appeared the above named Kocig B Weider, Linga L Weider Gilliam T. Darnett Tr, + Terri Barnett and acknowledged the loregoing instru-..... and who, being duly sworn, each lor himsell and not one lor the other, did say that the former is the president and that the latter is the secretary of ment to be Vaneirvoluntary act and deed. . A corporation 17 0 and that the seal affixed to the foregoing instrument is the corporate seal -----~~ of said corporation and that said instrument was signed and scaled in be-half of snid corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. SEAE ulu assel Before me: (SEAL) Notary Public for Oregon Notary Public for Oregon ", My commission expires ... 3 /14/8/ 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 is executed 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-veyed. 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-ties are bound thereby. re bound increby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

TATE OF OREGON; COUNTY OF KLAMATH; SA.

se Sth. day of June A. D. 19 78 at 3:48 clock P.M. and Mily recorded in Vol. <u>N78</u> of <u>Deeds</u> on Page¹²²⁷⁹

Wm D. MILNE, County Clark Fee \$6.00 By Desusthan Miloch

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