

and PHIL B. DABILL and EMILORES DABILL, husband and wife, 19.78, between
WITNESSETH _____, hereinafter called the seller,

Lot 13, Block 5, Tract No. 1065, IRISH BEND

1. An easement created by instrument, including the terms and provisions thereof,
Dated : September 20, 1965
Recorded : October 6, 1965
In favor of : Pacific Power & Light Co., a Maine Corporation
For : A 20 foot wide right of way (no exact location given)
Book: M-65 Page: 2355 & 2357

2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Irish Bend.

3. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof.

Recorded on May 9, 1979, Book: M-73

Recorded and indexed May 9, 1973 Book: M-73 Page: 5588
 (continued on reverse side)
 for the sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) (hereinafter called the purchase price), on account of which Four Hundred Fifty and 00/100 Dollars (\$450.00) 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: \$4050.00) of the seller in monthly payments of not less than Forty Nine and 14/100 Dollars (\$49.14) each, to the order

payable on the 15th day of each month hereafter beginning with the month of July, 1978, 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 8% per cent per annum from June 15, 1978, until paid, interest to be paid monthly. 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. and * being included in

The parties hereto as of the date of this contract.
 The buyer warrants and covenants with the seller that the real property described in this contract is
 (A) primarily for buyer's personal, family, household or agricultural purposes.
 The buyer shall be entitled to possession of said lands on June 15 1978 and may retain such possession so long as
 he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
 erected, in good condition and repair and will not suffer or permit to suffer any waste or strip thereof, that he will keep said premises free from mechanic's
 and all other liens, and pay the seller harmless therefrom and reimburse the seller for all costs and attorney's fees incurred by him in defending against any
 such liens; that he will pay all taxes heretofore and hereafter levied against said property, as well as all water rents, public charges and municipal taxes
 after lawfully may be imposed upon said premises, all promptly before the same, or any part thereof become past due; that at buyer's expense, he will
 insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount
 not less than 0—
 Their respective interests in this property are in a company or companies satisfactory to the seller, with loss payable
 to the seller, costs, water rents, and all policies of insurance to the seller, with loss payable
 to and for the benefit of the seller, or charges or to or on behalf of the seller, with loss payable
 to the seller.

[illegible][illegible]

GERRY V. & CATHY R. WOLFE
 Box 891
 CHIZQUIN, OR 97624
 SELLER'S NAME AND ADDRESS
 PHIL B. & DOLORES DABILL
 Box 61
 McArthur, CA 95056

PHIL B. & DOLORES DABITZ
Box 61
McArthur, CA 96056

After recording return to:
US NAT'L BANK, MAIN BRANCH
P.O. BOX 289 Astoria, Joe Daniels
KIAMATH FALLS, OR 97601

PHIL B. & DOLORES DABITZ
BOX 61
MCARTHUR, CA 96056

County of _____
I certify that the within instru-
ment was received for record on the
day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____
Record of Deeds of said county.
Witness my hand and seal of
County of _____
By _____
Recording Officer
Deputy

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 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 interest thereon due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and de- vest without any act of 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, fully, and perfectly as if this contract and such payments had never been made; and in case of such default, all payments thereon made on this contract are to be retained by and belong to said seller, on the agreed and reasonable rent of said premises up to the time of such default, and the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or there- to.

RECEIVED BY 33022

BOX 93

EMIT B. & DOLORES DABILL

CLERK OF COURT

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$4,500.00

In case suit or action is instituted to foreclose this contract or to enforce 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 fees to be allowed the prevailing party in said suit or action and if 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's attorney's fees on such appeal.

In construing this 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 masculine, the feminine and the neuter, and that generally all grammatical changes shall be made as required and applied to make the provisions hereof apply equally to corporations and to individuals.

With this understanding, the parties hereto, and 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.

Phil B. Dabill *Dolores Dabill* *Gerry W. Wolff* *Cathy K. Wolff*

NOTE: The sentence between the symbol @, if not applicable, should be deleted. See ORS 92.006.

STATE OF OREGON, County of Clatsop) ss.

County of Tillamook) ss.

June 9, 1978) ss.

Personally appeared the above named)

Phil B. Dabill and Dolores Dabill)

and Gerry W. Wolff and Cathy K. Wolff)

who, being duly sworn,)

each for himself and not one for the other, did say that the former is the)

president and that the latter is the)

secretary of)

a corporation,)

and that the seal affixed to the foregoing instrument is the corporate seal)

of said corporation and that said instrument was signed and sealed in be-)

half of said corporation by authority of its board of directors; and each of)

them acknowledged said instrument to be its voluntary act and deed.)

(SEAL)

My commission expires:)

12-18-78)

My commission expires:)

12-22-78)

My commission expires:)

12-22-78)

My commission expires:)

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My commission expires:)

12-22-78)

My commission expires:)

12-22-78)

4. Reservations, including the terms and provisions thereof, in deed between United States of America to Gerry W. Wolff, recorded September 6, 1956 in Volume 286 at page 36, as to subsurface rights, except as to water.

STATE OF OREGON,) ss.

County of Klamath)

BE IT REMEMBERED, That on this 16th day of June, 1978,)

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within)

named Gerry W. Wolff and Cathy K. Wolff)

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FEE \$6.00

WM. D. MILNE, County Clerk

By Bernetha Halsch Deputy

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.