TK	iyments.	AL ESTATE VOL /	VERSINESS LAW PUBLISHING CO., PORTLAND. OR. 778 Page 14078	<i>G</i> A
50368	- roch		Trine 1978 betw	veen
* 50368 THIS CONTRACT, Mede to John C. Thomas				
of the County of Klamath the first party, and Robert	and Dean Gamache	State of 0re	gon , hereinafter ca	·······
Klamath	and State of 0	regon		arty,
WITNESSETH, That in con			tained and the payments to be n party agrees to purchase, the fol	10w-
ing described real estate, situate in	the County of	1/2 of Sect	ion 32. Township	wit:
A fract of land situate 40 South, Range 8 East of Klamath, State of Or	of the Willame eqon, being mo	tte Meridia re particul	an, in the County arly described as	
follows:	ast corner of	the SW $1/4$	of said Section 32;	•
thence South 00% 11' 38	East, on the	East line	00 feet: thence	
South 00° 11' 38" East,	200.00 feet t	the south	nce South 89° 55'	alas an an An an an
28" West, on said South (for continuation of th) JC
		. /100+68223		00374
Gon account of which Three . 44	ndred. Fifty	horoby acknowle	doed by the first party), and th	e re-
mainder to be paid to the order of	the first party with his	terest at the fate	6-11 - C-0-00 cha	NRO
be paid to the order of	the Seller as	s for lows:	die on October 1, 19	78
The remaining balance of including interest at t				
of 15 years. Said mont	hly installmen	nt shall be	approximately \$209.5	5.
It is further understoo that there will be a 3%	d and agreed	by and between a large to the second se	een the parties heret payment of more than	0
OAR FILE LEISER IN 3	ny one vear to	nr a dellou		
from the date of this c contrary between the Bu	iyer and Selle			
It is further understoo Seller reserves the rig	ht of wav cla	im to the 5	UU UUU VOIL KVA POWEI	
It is further understoo Seller reserves the rig line; or any money deri	ht of wav cla	im to the 5	UU UUU VOIL KVA POWEI	full.
C-line measure the ric	ht of wav cla	im to the 5	UU UUU VOIL KVA POWEI	full.
C-line measure the ric	ht of wav cla	im to the 5	UU UUU VOIL KVA POWEI	full.
C-line measure the ric	ht of wav cla	im to the 5	UU UUU VOIL KVA POWEI	full.
Seller reserves the rig line; or any money der	ht of way cla ved therefrom	im to the 5 until this	contract is paid in	full.
Seller reserves the rig line; or any money deri The buyer (also called second party) *(A) primarily for buyer's personal, f (B) for ar organization os (even al	warrants to and covenants wi amily, household or agricultur huge de anatural geomy be	th the seller that the re al purposes, for business er-comment the here to as of the da	al property described in this contract is real -purposes-other there egriculturel-purposes to of this contract. The second party, in cons	ece.
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The first party agrees that at his expense and within 30 days from the date hereof, he will furnish unto second party a title insurance, policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or ubsequent to first party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying shid premises in the simple unto the second party is here and clear of all encembrances since said date placed, permitted or arising by, through or under first party, and the taxes, municipal liens, water reus and public charges so assumed by the scond party and at the exceptions and the bays of the or arising by, through or under first party, excepting, however, costing all liens and encombrances created by the second party or his assigns, free and clear of all encumbrances are sold date placed, permitted or arising by, through or under first party, and y and the taxes, municipal liens, water reus and public charges so assumed by the scond party and further excepting all liens and encumbrances are all by the second party or his assigns. The of payment and strict performance being declared times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared the unpaid purchase of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the unpaid purchy and declared in the rest and purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract up or the second party of such cases, all the right and interest hered on the existing in favor of the second party declared by first party to be performed and trace of exeend party declared the premises aforesaid thereby created on the second party without any declared to the or the existing in favor of the second party derived under the s Seller agrees to hold Buyer harmless from any and all Contracts prior to this Contract that may affect the property hereby sold to Buyer. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 22,000.00 () However, the actual consideration actual consideration provided actual consideration is instituted to forcelose this contract or to enforce any of the provisions thereof, second party agrees to pay such trainers of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as altorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal. The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof is held to be a waiver of any succeding breach thereof or as a waiver of the provision that. The construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so Inconstruing this contract, it is understood that the first party or the second party quality to corporations and to individuals. IN WITNESS WHEREOF. Said parties have executed this instrument in dunlicate if either of the un-

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IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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 fully authorized thereunto by order of its board of directors.

Robert Dean Gamaghe John C. Thomas NOTE-JHe sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON, County of STATE OF OREGON. , 19 County of Klamath and June 29 , 10 78 Personally appeared who, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the above named. John C. Thomas and Robert Dean president and that the latter is the secretary of .., a corporation, Gamache, and that the seal alfixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: and acknowledged the loregoing instrument to be their voluntary act and deed. 10 Belore ne: and 1.1 Wi (SEAL) (OFPICIAL Notary Public for Oregon Notary Public for Oregon My commission expires 2/14/81 . . . My commission expires: $\hat{\mathcal{O}}_{IJ}$ "Stetlan 400 Chapter 618, Organ Laws 1975, provides: (1) Stetlan 400 Chapter 618, Organ Laws 1975, provides: (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 acknowledgenet of decks, by the owner of the title being conveyed, cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgenet of decks, by the owner of the title being conveyed, such instruments, or a memorandum thereof, shall be recorded by the conveyor not latter, than 15 days after the instrument is executed and the parties are bound thereof.

"(2) Violation of subsection (1) of this section is a Class B misdemeaner."

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of said North 1/2; thence North 00° 08' 12" West on the West line of said North 1/2, 316.16 feet; thence North 89° 49' 03" East, 20.00 feet; thence North 00° 08' 12" West, 353.21 feet to the North line of said North 1/2; thence North 89° 45' 39" East on said North line 711.88 feet; thence North 00° 11' 38" West, 100.00 feet; thence North 89' feet; thence North 00° 11' 38" West, 100.00 feet; thence North 89' 45' 39" East, 600.00 feet to the East line of the West 1/2 of said Section 32; thence South 00° 11' 38" East, 100.00 feet to the point of beginning. Any and all right of ways and easements of record and of beginning. SUBJECT TO: ALSO SUBJECT TO: An easement for ingress and egress and utilities being described as the Easterly 30 feet of the above described tract or land. 1. Rights of the public in and to any portion of the above described property lying within the limits of roads and highways. 2. An easement created by instrument, including the terms and provisions thereof, Dated Recorded In favor of Pacific Power 5 Light Company provisions thereof, Dated Recorded In favor of September 1, 1977 Page: 16258 Pacific Power & Light Company Pacific Power & Light Company Pacific Power & Light of way for electric transmission line 3. The right, title and interest of John C. Thomas as disclosed by Deed recorded May 23, 1977 in Book M-77 at page 8932, Microfilm Records. ALSO SUBJECT TO: An easement for access and utilities 60 feet wide whose center line is the existing road that meanders in a Northwesterly direction through the Northeasterly portion of the property. STATE OF OREGON; COUNTY OF KLAMATH; 55. I hereby certify that the within instrument was received and filed for record on the 29th day of June A.D., 19_78_at__3:46__o'clock___P_M., and duly recorded in Vol._M78___ _____on Page___14078___. Deeds of_ WM. D. MILNE, County Clerk By Sernetta Dolelsch FEE \$6.00 Deputy