RM No. 706—CONTRACT—REAL ESTATE—Monthly Payments	The second secon	STEVENS NESS LAW PUBLISHING CO., PORTLAND, OR, 97200
51075	CONTRACT—REAL ESTATE	Vol. 78 Page 14228
THIS CONTRACT, Made this 30	Oth day of May	, 19 78 , between
Harry H. and June G.	Carrick	. hereinafter called the seller
Merry R. and Janice		. Hereinalter canca the sey
eller agrees to sell unto the buyer and the cribed lands and premises situated in K.	ntion of the mutual cover the buyer agrees to purch lamath Cour	nants and agreements herein contained, the ase from the seller all of the following dentry, State of Oregon to-win
Lot 33 in Block 12	5 of Mills Addit:	ion in the city of
Klamath Falls, Kla	math County, Ore	gon
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SPACE RESERVED

Belmont, Cal. 94002 Kerry R. Bailly 1912 Lyon Ave. Belmont, Cal. 94002 Until a change is requested all tax statements shall be sent to the following address

at o'clock M., and recorded in book on page or as file/reel number....., RECORDER'S USE Record of Deeds of said county. Witness my hand and seal of County affixed. Recording Officer

Deputy

NAME, ADDRESS, ZIP

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 special population is a payment to the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escreta and principal balance of said purchase price with equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller horeunder shall utterly case and termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall utterly case and demonsty paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract are to the default all payments theretofore made on this contract are to be retained by and belong to said such payments had never been made; and in premises up to the time of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said the land adoresaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto.

the land aloresaid, without any process of law, and take immediate possession inereot, together with all the land aloresaid, without any process of law, and take immediate possession inereot, together with all the law in the behalf in the behalf in the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Participe .

Arthur Correct Correct The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 25,000.00@Home 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 lees 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 lurther promises to pay such sum as the appellate court shall adjudge teasonable as the prevailing farty in storney's lees 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 leninine and the neuter, and that generally all grammatical changes.

This agreement shall bind and inure the provisions hereof apply qually to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned to the context of the context o 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. any James Kerry R. Bailly unde J. Carnet NOTE-The sentence between the symbols (), if not applicable, should be deleted. Sea ORS 95.030). STATE OF OREGON, STATE OF OREGON, County of County of KIAMATH ne 30 , 1978 Personally appeared Personally appeared the above named apply of the state of Service of the servic 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 and acknowledged the foregoing instrusecretary of Ment to be the Hetore me: voluntary act and deed. and that the seal affixed to the loregoing instrument is the corporation of said corporation and that said instrument was signed and sealed in the 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.

Before me: SE45) Before me: UEI C Notary Public for Oregon
My commission expires 11-11-21 Notary Public for Oregon (SEAL) My commission expires: NORS 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 seecuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be contended. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the particle of the conveyor of the title to be conveyor of the co (DESCRIPTION CONTINUED) Acknowledgment - General STATE OF CALIFORNIA, County of San Mateo On May 30, 1978 __, before me, WANDA H. DANIELS a Notary Public whose principal place of business is in the County of__ State of California, personally appeared KERRY R. BAILLY AND JANICE E. BAILLY known to me to be the person named in the within instrument, and whose name is subscribed thereto, and acknowledged to me that he executed the same. OFFICIAL SEAL
WANDA H. DANIELS
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My comm. expires SEP 16, 1978 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. 520 El Camina Bldg., (Smil)Matao, CA 94402 ATTORNEYS PRINTING SUPPLY FORM NO. 6
REV. AUGUST 1, 1972 STATE OF OREGON; COUNTY OF KLAMATH; ss. . I hereby certify that the within instrument was received and filed for record on the 3rd day of o'clock A M., and duly recorded in Vol M78 Deeds ____on Page 14228 WM. D. MILNE, County Clerk
By Desneth Deputy
Deputy FEE \$6.00