

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 subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and encumbrances now of record, if any. First party also agrees that when said purchase price is fully paid and upon receipt and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or its assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the 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 to be of the essence of this agreement, then the first party 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 the interest thereon at once due and payable and for (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made in absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$21,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration therefor which is -

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney'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 shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In 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 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, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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 duly authorized thereunto by order of its board of directors.

Opal May Clanton
Opal May Clanton

Leonard George McDonald
Lula Pauline McDonald

NOTE-The sentence between the symbols @, if not applicable, should be deleted. See ORS 92.030.

STATE OF OREGON, County of Klamath, ss.
July 17, 1978

STATE OF OREGON, County of _____, ss.
_____, 19____

Personally appeared the above named
Opal May Clanton, Leonard George McDonald and Lula Pauline McDonald

and acknowledged the foregoing instrument to be their voluntary act and deed.

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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 3-19-81

Notary Public for Oregon
My commission expires: _____ (SEAL)

Section 4 of Chapter 618, Oregon 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 acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.
"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

- (RESOLUTION CONTINUED)
1. Taxes for the fiscal year 1978-1979, a lien, but not yet due and payable.
 2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
 3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Horsefly Irrigation District.
 4. Grant of Right of Way, including the terms and provisions thereof, recorded in Volume 245, page 498, Records of Klamath County, Oregon, granted to The California Oregon Power Company, for pole and wire lines, and other facilities.
 5. The interest of Carnet M. Kunda as disclosed by Quitclaim Deed recorded in Volume M68, page 6305, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of O. W. Goskey
on 17th day of July A.D. 1978 at 1:17 clock P.M., and
was recorded in Vol. 578, of Deeds on Page 15348

W. D. MILNE, County Clerk

By Leonard George McDonald

Fee \$6.00