In the Advancement of the second of the s	RM No. 706. CONTRACT-PEAL ESTATE-Mon	2.21 You want the second se		ANTA	n 4
Helen Potts	くりてにに		.Vol. 78	Page 1039	9 9
 Charles D. and Bonnie J. Whittemore, busband and wife , hereinster called the buyer, Nursband and Wife , hereinster called the buyer agrees to sell unto the buyer and the buyer agrees to sell unto the buyer and the buyer agrees to sell unto the buyer and the buyer agrees to sell unto the buyer and the buyer agrees to sell unto the buyer and the buyer agrees to sell unto the buyer and the buyer agrees to purchase from the seller aft of the following deferred functions and premises disuade in . Klamath County, Oregon. (1) Ten foot building set back line, and reservation of easement (1). Ten foot building set back line, and reservation of easement (2) An easement oreated by instrument, including the terms and provisions thereof, as set forth in Dedication of Flat of Sportsman Park. (2) An easement oreated by instrument, including the terms and provisions thereof, dated October 31, 1955, recorded Rovember 3, 1955, in footo 237, page 5, in favor of California Oregon Power Company for control of water level of Upper Klamath Lake, including the terms and provisions thereof, recorded February 15, 1824, in Book 63 at page 450. (4) Assreameth with California Oregon Power Company for control of the following the section of Tecord and those apparent on the land. (5) Asgreameth with California Oregon Fower Company for control of the the of Tecord February 15, 1824, in Book 63 at page 450. (4) Reservations, restrictions or easements of record and those apparent on the land. (5) Agreameth with California Oregon forwith is 19, 000, 00., the order of the sum of Tecord Power and the section of the order of which Siz Thousand and no/100 term of the section of the section of the company for control of the term of Tecord Power and the section of the section of the section of the order of the section of	THIS CONTRACT, Made	this day of	July 20	, 19.16 , 1	Jetwesh
<pre>scribed rands and premises finded in the second of th</pre>	Ind Charles D. and Lliam Carl and M. Ba WITNESSETH: That in	Bonnie J. Whittemore, rbara Butte, husband consideration of the mutual cov	husband a and wife renants and agree	nereinalter called the cements herein contain coller all of the follow	e buyer, ned, the ving de-
UBJECT 70: (1) Ten foot building set back line, and reservation of easement for utilities over rear of lot, including the terms and provisions thereof, as set forth in Dedication of Flat of Sportsman Park. (2) An easement created by instrument, including the terms and provisions thereof, dated October 31, 1955, recorded November 3, 1955, in Book 297, page 5, in favor of California Oregon Power Company for control of transmission and distribution of electricity. (3) Agreement with California Oregon Power Company for control of water level of Upper Klamath Lake, including the terms and provisions thereof, recorded February 15, 1924, in Book 63 at page 460. (4) Reservations, restrictions or easements of record and those apparent on the land. (5) Agreement with California Oregon Power Company for control of fering and the security from the security for security for the sum of Trenty Five. Thousand and no/100 Dollars (\$25,000.00) (5) Hereof, the sum of the security for the security of	and tonds and prenuses situ	STOR III		a an	
<pre>or utilities over rear of lot, including the sportsman Park. (2) An easement created by instrument, including the terms and provisions thereof, dated October 31, 1955, recorded November 3, 1955, no Book 297, page 5, in favor of California Gregon Power Company for transmission and distribution of electricity. (3) Agreemeth with California Oregon Power Company for control of Nater level of Upper Kiamath Lake, including the terms and provisions thereof, recorded February 15, 1924, in Book 63 at page 460. (4) Reservations, restrictions or easements of record and those apparent on the land, restrictions or easements of record and those (5) Reservations, restrictions or easements of record and those (6) Reservations, restrictions or easements of record and those (7) First and the ease in a count of which. Six Thousand (7) the sum of Twenty Eive Thousand and no/100. (8) Agreemeth with california Oregon Power (9) Power Company for control of Dollars (\$25,000.00) (9) Reservations, restrictions or easements of record and those (9) Reservations, restrictions or easements of record and those (9) Reservations or the ease in which is hereby achnowledded by th Dollars (\$200.00) is paid on the excellent which is hereby achnowledded by th Dollars (\$200.00) is not on the sum of the rest of the steller in monthly payments of not less than. Theo Hundred, and no/100</pre>	ot 23, Sportsman Par	Ky Kidnath County, o			
(2) An easement created by instrument, including the terms and provisions thereof, dated October 31, 1955, recorded November 3, 1955, in Book 297, page 5, in favor of California Gregon Power Company for transmission and distribution of electricity. (3) Agreemeth with California Oregon Power Company for control of water level of Upper Klamath Lake, including the terms and provisions thereof, recorded February 15, 1924, in Book 63 at page 460. (4) Reservations, restrictions or easements of record and those apparent on the Land. (5) For the sum of the terms of the terms of the second on the	or utilities over re hereof, as set fort	h in Dedication of Pl.	at of Sport	tsman Park.	
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August 1, 1978	and continuing until said po all deferred balances of said	purchase price shall bear interes	t at the rate of	S per cent per a	deition to
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			and the set exection by	is if warminty (A) is applicable	OAL IT THE STA

Box 64A Klamath Falls, Cregganess Charles D. and Bonnie J. Whittemor and William Carl and M. Barbara Bu 3600 S. 6th, Klamath Falls, Oregon	I cert ment was r to day at while restricts in levek	t that the within instru- eceived for record on the of
Her recording resum to: KFF 5 + L attain the for a stand	Record of D	nber Deeds of said county. ess my hand and seel of xed.
Until a change is requested all tax stalements shall be sent to the following additions.	Ву	Recording Officer Deputy ICEDI

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And it is understood and agreed between said parties that time is of the seconds of this contract, and in case the buyer thall lait to make the symmetric above required, or any of them, punctually within ice daws of the fame innited therefor, or fail to keen any agreement herein contained, than all rights and interest theteoin at once daw and payshe and por (3) to beclare the whole unpaid principal belance of possession of the payments there of a day of the transformed there is contract and void, (2) to declare the whole unpaid principal belance of possession of the period posterior of the days of the day of the transformed them in a day of the transformed them in a day of the contract by while unpaid principal belance of on account of the period of the bayer as advined the level belance the whole unpaid principal belance of an account of the period of the bayer as advined to be prior the state of the bayer herewords shall utterly cease and day, and in any of such ceases, of a ceaser, or any other set of such descriptions do not be purchase of and property as absolutely, (1) to declare the bayer herewords shall utterly cease and east of the rights and price by right of the bayer herewords when the time of such denaut. And the anid seller, in case of each bayer herewords that were the and rever the such each payments in the reliance of in account of the prior the such default. And the anid seller, in case of each price by and belong to said where as the advected on the such default. And the unmediate pursassion thered, together with all without any process of law, and take unmediate pursassion thered, together with all the improvements and appretenences the such adaption.

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The buyer further agrees that failure by the selier of any time to require performance by the buyer of any provision hereof shall in no way affect his right horizonder to enforce the same, nor shall any waiver by suid solve of any breach of any provision hereof be held to be a waiver of any suc-ceeding breach of any such provision, or as a waiver of the provision liself.

In constraint this constract, it is understood that the coller or this buyer may be more than one person; that if the context so requires, the singu-wourn shall be taken to mean and include the plural, the manufime, the fermine and the neuter, and that the context so requires, the singu-de, assumed and unpired to make the provisions beload apply equality to corporations and to individuals. lar promoun : be made, as:

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-

dersigned 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.

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NOTE-The senionce between the symbols (), if not applicable, should be delated, See GRS 93.030). STATE OF OREGON, STATE OF OREGON, County of ... County of Klamath , 19 July 20, 1978 Personally appeared Personally appeared the above named Bonnie J. Whittemore and Charleswho, being duly sworn, each for himself and not one for the other, did say that the former is the D. Whittemore, husband and wife and president and that the latter is the Helen B. Potts and acknowledged the foregoing instrusecretary of mant to be they voluntary act and dead. and that the seal effixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and called in be-half of maid corporation by authority of its board of directors; and each of then softworkedged said instrument to be its voluntary set and dead. Before ma: $\mathcal{X}^{\mathfrak{h}^{-1}}$ Before de: SEALS SEAL Clayton Notary Public ter Oregen (OFFICIAL Notary Public for Oregon SEAL) My commision expires 6-30-82 My commission expires: Section & of Chapter 618, Gregon Laws 1975, provides "Subject and Chapter 618, Gregon Laws 1975, provides: "All insurance contracting to convey fee this to may real primerty, at a time more than 12 months from the date that the instrument in exe-used and the parties are bound, shall be acknowledged, in the manner provided for admostedgment of deeds, by the owner of the title being conveyed, inch instruments, or a memorandum thereof, shall be recorded up the conveyor not later than 16 days after the instrument is executed and the parties are "(2) Violation of subjection (3) of this section is a Class B mindelinemor." (DESCRIPTION CONTINUED) PERSONALLY APPEARED THE ABOVE NAMED M. BARBARA BUTTE AND WILLIAM C. BUTTE AND ACKNONLERGED THE FOREGOING INSTRUBIENTS TO BE THEIR VOLUNTERY HOTO AND DEED ویہ د ک 034 STATE OF OREGON,) County of Klamath) Land MAYTE A ANDERSEN NOTARY PUSED OREGON if and for record at request of My Cummission Expires -00 on the 31st cay of July A.D. 19 78 _ o'clock _ P_ M, and duly at l 1:40recorded in Vol. M78 of Dends age 1.6590 Vym U. Miller E, County Clerk er Derethe Altoch Depuis 100 25.00 -10260 And which is a second second second