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The true and actual consideration paid intrikes transles, stated in terms of dollars, is \$ 25,000.00 (Stowers, the scient consideration son-In case suit or action is instituted to foreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such judgment or decree of such trial court, the losing party further promises to be allowed the prevailing party in said suit or action and if an appeal in taken from any indigment or decree of such trial courts, the losing party further promises to pay such sund as the appealate court shall adjudge reasonable as attorney's test of the prevailing party in said suit or action and if an appeal in taken from any party's attorney's less of tsuch appeal, the losing party further promises to pay such the only party in said suit or action and if an appeal in taken from any the singular pronoun shall be taken to make the provision thereod the prevailing party in said suit or action and if an appeal in the contout on the party is a singular to any the singular pronoun shall be taken to make the provision thereod apply quality to compositions and the medices on a corporation; that if the contout so requires. This agreement shall bind and implied to make the provision apply quality to compositions and the medices, may the there in interest and apply and the to interest and any heirs, executors, administrators, personal representatives, successors in interest and asign 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

is a corporation, it has caused its corporate name to be signed and its corporate seal attixed hereto by its officers duly authorized thereunto by order of its board of directors. Ronald Lee Shipman NOTE-The sentence mbols (), if not opplicable, should be deleted. See CRS 93.0363. ween the sw STATE OR OREGON, County of Klamath bills bill as out one of PARSON, County of ______) as. DEPTEMBER 2 //g TB ______ () [STATE OF OREGON, County of ______) as. Personally appeared _______ () s. Personally appeared _______ () and ______ () and _______ () and ________ () and _______ () and ______ () and ______ () and ______ () and _______ () and ______ () and _______ () and Shipman and acknowledged the foregoing instru-ment to be. The off A R - voluntary act and deed. Below president was signed and sealed in be-the acknowledged said instrument to be its voluntary act and deed. Notard Public Notary Public for Oregon My commission expires July 16, 1980 My commission expires: (SEAL) ORE cause (1) All instruments contracting to 20 years fee title to any real property, at a time more than 15 months from the date that the instrument secured and the parties are bound, shall be scknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of that the instrument secure and the parties are memoranhum thereof, shall be recerded by the conveyor met later than 15 days after the instrument is executed and the par-der bands thereby. ORE \$2,960(3). Violation of ORE \$3,655 is publishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) Itcis further hereby agreed by and between the parties hereto that Buyers shall not cut timber or trees except for clearance of a road for Buyers home and the state of the state 5 (n. 1. STATE OF CALIFORNIA Market S. S. COUNTY OF _____ Riverside 53 August 28, 1978 On_ the undersigned, a Notary Public in and for said County and State, personally appeared <u>Gary M. Reid and</u> Diane M. Reid 89-68 FOR NOTARY SEAL OR STAMP Rev to be the person S whose name S are -, known to me _subscribed to the within instrument and acknowledged that they arecuted the OFFICIAL SEAL SHAREN LEE ALLEN NOTARY PUBLIC CELIFORNIA PRINCIPAL OFFICE IN RIVERSIDE COUNTY Charax 1 4 My Commission Expires March 21, 1981 8 Recording Officer MAN WAR Chinada 1 11

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Subject, however, to the following: 1. Taxes for the fiscal year 1978-1979, a lien, but not yet due 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. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water 4.

Reservations as contained in deed from Clifford J. Emmich, et ux to Josephine L. Pavlik, recorded November 20, 1971 in Volume M71, page 563, Microfilm Records of Klamath County, Oregon, as

"Grantor reserved for grantee and for adjoining property owners and their assigns, and successors, a 60 foot wide easement for joint user roadway and all other roadway purposes over and across the property herein conveyed and;

Also over and across a 60 foot wide strip of land lying West of adjoining and parallel to the Easterly boundary of that part of Northwest 1/4 of Northwest 1/4 of Section 28, Township 34 South, Range 8 East of the Willamette Meridian, that lays North of Sprague River Highway, and;

Also over and across a 60 foot wide strip of land laying North of, adjoining and parallel to the Southerly boundary of Southeast 1/4 of Southwest 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian and;

Also over and across a 60 foot wide strip of land lying West of, adjoining and parallel to the Easterly boundary of West 1/2 of Southwest 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, and;

Also over and across a 60 foot wide strip of land laying East of, adjoining and parallel to the Westerly boundary of Southeast 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, and;

Also over and across a 60 foot wide strip of land laying North of, adjoining and parallel to the Southerly boundary of S west 1/4 of Southwest 1/4 of Northeast 1/4 of Section 21, South-Township 34 South, Range 8 East of the Willamette Meridian."

5. Real Estate Contract, including the terms and provisions thereof, a memorandum of which was recorded November 19, 1975 in Volume M75, page 14630, Microfilm Records of Klamath County, Oregon, between Josephine L. Snyder, also known as Josephine L. Pavlik and Maria Josepha Pavlik, Vendor and Garry W. Reed and Alta M. Reed, husband and wife, Vendees, which Buyers herein do not assume and agree to pay and Sellers further covenant to and with Buyers that the said prior and Sellers further covenant to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract. dated September 9, 1976, recorded October 1, 1976 in Volume M76, page Reed and Alta M. Reed, husband and wife, Vendors, and Charles R. Shipman and Wanda Lee Shipman, husband and wife. as to an undivided on Shipman and Wanda Lee Shipman, husband and wife, as to an undivided one-half interest and Ronald Lee Shipman as to an undivided one-half hair interest and Konald Lee Shipman as to an undivided one-nair interest. Vendees, which Contract Buyers herein do not assume and agree to pay, and Sellers further covenant to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment in full of this Contract.

EXHIBIT "A"

TATE OF OREGON; COUNTY OF KLAMATH; .

Fled for record at request of ______ Mountain Title So.

A. D. 19.73. aB1220'clock P. M., an

suly recorded in Vol. _ M78 __ of __ Deeds on Page 19649 Wm D. MILNE, County Chat Bernetha Steled

Fee \$9.00