

And it is understood and agreed between said parties that none of the essence of this contract, and in case the buyer shall fail to make the payments hereon required, or any of them, punctually, and in full, any of the herein provided therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to cancel this contract and (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable. (3) to withhold said deed and other documents from issue and/or (4) to foreclose this contract as suit in equity, and in any of such cases, all rights and benefits granted in this contract in favor of the buyer as against the seller hereunder shall utterly cease and determine and the title to the premises of the property above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of recovery, or any other proceedings to be performed and with no right of the buyer of return, reclamation or compensation for payments made or advance of the purchase price and proceeds so advanced. This will perfectly bind this contract and such payments had been made, and in case of such default of performance hereunder by the buyer, the contract shall be deemed by and binding on said seller as the agreed and reasonable rent of said premises for the term of said default. And (5) and unless, in case of such default, which have the right immediately, or at any time thereafter, to enter upon the land and demand, possession and control of the same, and the same shall be deemed to be a waiver of any succeeding breach of any such provision, or as a waiver of the payment itself.

It is further agreed by and between the parties hereto that Buyer shall furnish Sellers with a paid receipt each year for taxes and fire insurance.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,500.00. However, the actual consideration considered in this transfer is the value of the property transferred as determined by the parties.

In case suit or action is instituted by either party to this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such costs as the trial court may award reasonable attorney's fees 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 further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

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 duly authorized thereunto by order of its board of directors.

Wesley G. Dalrymple
Gladys M. Dalrymple
NOTE—The contract between the parties to this deed should be delivered. See ORS 93.030.

Ernest R. Spencer
Ernest R. Spencer

STATE OF OREGON,
County of Klamath
September 7, 1978
Personally appeared the above named Wesley G. Dalrymple and Gladys M. Dalrymple, husband and wife,
and acknowledged the foregoing instrument to be their voluntary act and deed.
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 9/10/1981

STATE OF OREGON,
County of Klamath
September 7, 1978
Personally appeared the above named
and acknowledged the foregoing instrument to be their voluntary act and deed.
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 9/10/1981

ORS 93.030: If an instrument is recorded and is to remain in full force and effect, at a time more than 12 months from the date that the instrument is recorded, and the parties are bound, shall be subject to the provisions of the statute provided for automatic termination of the title to be run, shall automatically terminate, shall be terminated by the contract and after 15 days after the instrument is executed and the parties are bound thereon.

(DESCRIPTION CONTINUED)
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.
5. Recorded contract dated September 14, 1978, 1978, by and between Charles D. Whittemore and Bonnie J. Whittemore, husband and wife, Sellers, and Thomas A. Whittemore, Buyer, which Buyer herein does not assume and agree to pay, and Sellers further covenant to and with Buyer 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.
6. Real Estate Contract, including the terms and provisions thereof,
Dated: July 14, 1978
Recorded: April 21, 1978
Volume: M78, page 7846, Microfilm Records of Klamath County, Oregon
Vendor: Thomas A. Whittemore, a single man
Vendee: Wesley G. Dalrymple and Gladys M. Dalrymple, husband and wife,
which Buyer herein does not assume and agree to pay, and Sellers further covenant to and with Buyer 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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
I hereby certify that the within instrument was received and filed for record on the 21st day of September A.D. 1978 at 4:02 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 20471.
FEE \$16.00
WM. D. MILLER, County Clerk
By [Signature] Deputy