Aday of	(This contract should be executed in inclinate, acknowledged b SN 56799		Vol. 78 Page 2317
John A. Poulos	THIS CONTRACT, Made this	day of Seq Malia, Inc.	otember Oct , 19 78 , betw
WINNESSETH: That in consideration of the mutual coverants and agreements beautomatical effects to sell unto the buyer and the buyer agrees to purchase from the seller all of the contained cribed lands and premises situated in Klamath County, State of Oregon	nd		, hereinafter called the se
eginning at the Southerst corner of said Section 2; thence North 29°03141" est. along the Southerly line of said Section 2, a distance of 66 4 feet to ne most Southerly Southwast corner of a tract of land described in a Southerst Southwast corner of a tract of land described in a Southerst Southwast corner of a tract of land described in a Southerst Southwast Corner of a tract of land described in a Southerst Southwast		ation of the mutual covenants	and agreements herein contained,
the most Southerly Southwest corner of a truct of land described in a Sontract TO Mary L. Menkins, recorded October 19, 1977 in Volume M-7, Page 2005, Peed Records; thence Horth 08 131297 Mest along a boundary line of said Merchins tracial and its extension, a distance of 2107, 74 feet to the most Easterly corner of a tract of land described in a Contract to Ketih R. Charnon, recorded 100, 152 17 feet to a point on the Easterly line of all Contine 2 Middistance of 1010, 57 feet to a point on the Easterly line of all Contine 2 Middistance of 1010, 57 feet to a point on the Easterly line of all Contine 2 Middistance of 1010, 57 feet to a point on the Easterly line of all Contine 2 Middistance of 2024, Middistance of 302, 28 feet from the Botherland corner thereof; thence South of 0.047 Mest addition of 100 feet lines of all Contine 2 Middistance of 2024, Middi	The contract of land situated in Secontry of Klamath and State of	ction 2, T.35 S., R.11 Oregon described as fo	E., of the W.M., in the
payments above required. Tases on said premises for the current tax year shall be protected between the parties hereine and this date.  The buyer waterants to and covenants with the seller that the real property described in this contract is  (3) for an organization or (even it buyer is a natural person) is lot business or commercial purposes other than adicultural purposes.  (3) for an organization or (even it buyer is a natural person) is lot business or commercial purposes other than adicultural purposes.  The buyer shall be entitled to possession of said lands on Sept.  19. 78. and may retain such passession so long as he is contract. The buyer agrees that at all times he will keep the purposes therefore and entitled in the will pay all taxes hereafter levied against said property, as well as all water rents, they incured by him in desiration said and to incure the possession of the will pay all taxes hereafter levied against said property, as well as all water rents, they incured by him in desiration against any such its part thereof become past due; that at buyer's expective hereafter levied against said property, as well as all water rents, they incured by him in desiration and the not the possession of the will pay all taxes hereafter levied against said property, as well as all water rents, they incured by him in desiration and them to the him respective interests may a company or companies satisfactory to the seller, with tose payable lists to the seller was the him respective interests may a company or companies satisfactory to the seller, with tose payable lists to the seller was the payable than to the seller may do so the payable than to the seller was the payable than to the seller was the payable than to the seller may do so the payable than to the seller may do so the payable than to the seller was the payable than to the seller may do so the payable than to the seller may do so the payable than the seller may do so the payable than to the seller and the payable than the payable than the payabl	the most Southerly Southwest co To Mary L. Menkins, recorded Oc Records; thence North 08 13'29" and its extension, a distance of tract of land described in a Co 1977 in Volume M-77, Page 20008 distance of 10 10.57 feet to a p is South 0 50'47" West a distance of thereof; thence South 0 50'47"	orner of a tract of land crowner of a tract of land ctober 19, 1977 in Volum "West along a boundary of 2107.74 feet to the ro contract to Keith R. Shared, been Records; thence ooint on the Easterly lince of 3032.85 feet from West along the Easterly	stance of 661.44 feet to all described in a Contract me M-77, Page 2005, Deed line of said Menkins tract most Easterly corner of a mon, recorded October 19, e-Morth 80 22'31" East a me of said Dection 2 which the Mortheadt corner
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their respective interests may appear and all policies of insurance to be delivered as soon as cost page and all policies of insurance to be delivered as soon as cost page and all policies of insurance to be delivered as soon as cost page and the buyer shall fall to may any such lieus, costs, water ents, tases, or charges or to product and pay for his received we have been expended to and become a part of the debt secured by this contract and shall bear interest at the seller may do so ver, however, of any right arisined to and payers breach of contract.  The seller has exhibited unto the buyer at filling the contract and shall bear interest at the seller may do so ver, however, of any right arisined to be buyer and its accepted and approved by him.  Contemporanceously herewith, the seller has executed a good and sulficient deed (the form of which hereby in approved by the buyer) contract and sulficient deed (the form of which hereby in approved by the buyer) contract and assigns, tree and clear of incumbrances as of the date hereof, exception and the seller and the contract and sulficient deed (the form of which hereby in approved by the buyer) contract and sulficient deed, together with an executed copy of this contract and sulficient deed, together with an executed copy of this contract and the seller restrictions now of record, if any, and Sell Title Peport for other encumbrances as of the date hereof, exception institutions to deliver said deed, together with the tire and title transfers to the same and the seller of the purchase price and full compliance by the buyer with the terms of this agreement, of the purchase price and full compliance by the buyer with the terms of this agreement of the purchase price and full compliance by the buyer with the terms of this agreement of the purchase price and full compliance by the buyer with the terms of this agreement of the purchase price and full compliance by the buyer with the terms of this agreement of the purchase price and full compliance by the buyer in eq	ar payments above required. Taxes on said premise for  The buyer warrants to and covenants with the sel  **(A) primarily for buyer's personal, lamily, househ (B) for an orderizations.	the current tax year shall be prorated be left that the real property described in the lodd or agricultural purposes,	and a western the minimum being included in the minimum ween the parties hereto as of this date.
the above described real estate in lee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, except easements, building and other restrictions now of record, if any, and See title report for. other encumbrances the title insurance policy mentioned above, in escrow with Mt. Title company. Of Klamath Falls, Oregon and has placed asid deed, together with the title and title insurance policy mentioned above, in escrow with Mt. Title company. Of Klamath Falls, Oregon in the payment of the purchase price and the respective installments therefore by the buyer with the terms of this agreement. The buyer agrees to pay the balance in purchase price and the respective installments therefore by the buyer with the terms of this agreement. The buyer agrees to pay the balance has seller. The escrow lee of the escrow agent shall be paid by the seller and buyer in equal states; the collection charges of said agains shall be for the collection charges of said agains shall be for the collection charges of said agains shall be for the collection charges of said against shall be for the collection charges of said against shall be for the collection charges of said against shall be for the collection charges of said against shall be for the seller at his option shall have the following rights: 10 days of the time limited therefor, or fail to keep any agreement herein contains to establish the contract by suit in equity, and in any of such cases, all rights and interest create and other documents from escrow and to buyer because the contract by suit in equity, and in any of such cases, all rights and interest create and other documents from escrow and right by the buyer heretail stiety leases and determine and the right to the possession of the profess above described and all of payer interest by suit in equity, and in any of such cases, all rights and interest create and other documents from escrow and rights by the buyer of the purchase of said profess and the right to the power and the	ar payments above required. Taxes on said premises for  The buyer warrants to and covenants with the sel  *(A) primarily for buyer's personal, tamily, househ  (B) for an organization or (even il buyer is a no  The buyer shall be entitled to possession of said lam  delault under the terms of this contract. The buyer agr  good condition and repair and will not suffer or permit  ms and save the seller harmless therefrom and reimburse  at he will pay all taxes hereafter levied against said pre  ay be imposed upon said premises, all promptly before  ep insured all buildings now or hereafter erected on sai	the current tax year shall be prorated be the current tax year shall be prorated be lifer that the real property described in the told or agricultural purposes, attural person) is for business or commerced to the commerces that at all times he will keep the business or strip thereof; that he will keep the property, as well as all water rents, public the same or any part thereof become prid premises against loss or damage by fired premises against loss or damage by the premise the premise that the premise the premi	and a well-tieg to the minimum betting included in betting included in betting included in which were the parties hereto as of this date. It is contract is a solution of the
the 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 ments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contains of the seller at his option shall have the following rights (1) to declare this contract null and void, (2) to declare the whole unpaid principal to loreclose this contract by suit in equity, and in any of the declare this contract null and void, (2) to declare the whole unpaid principal to foreclose this contract by suit in equity, and in any of the suit and payable, (3) to withdraw said deed and other documents from escrow and to foreclose this contract by suit in equity, and in any of the suit and payable, (3) to withdraw said deed and other documents from escrow and in the seller hereunder shall utterly cease and determine and the region of the premises above described and all other right the buyer hereunder shall revert to and revest in said seller without any right of the buyer of return, reclamation or compensation for many of the territy, or any other act of said seller to be periore, and perfectly as if this contract and such payments had never been made; and in case of such default all payments therefolore made on a saller, in case of such default, shall have the right immediately, or at any time thereaftest upon the land aloresaid, without any pay, and take immediate possession thered, together with all the improvements and appurtenance upon the land aloresaid, without any pay, and take immediate possession thered, together with all the improvements and appurtenance by the buyer of any provision hereof shall in now as uncessed the treatment of endoured payments and appurtenance by the buyer of any provision hereof shall in now as uncessed the treatment of endoured payments and provision hereof any provision hereof behald to be a waiver to the provision of the provision hereof the provision hereof any provision hereof and	The buyer warrants to and covenants with the sel \$\frac{\pi}{2}(A)\$ primarily for buyer's personal, lamily, househ \$\frac{\pi}{2}(A)\$ primarily for buyer's personal lamily. The buyer shall be entitled to possession of said lam The buyer shall be entitled to possession of said lamins and save the terms of this contract. The buyer age good condition and reimburse as he will pay all taxes hereafter levied against said pro be imposed upon said premises, all promptly before ap insured all buildings now or hereafter erected on sain \$\frac{\pi}{2}\$ in a company or com the surface of the buyer shall lail to pay any such liens, costs, water the buyer shall lail to pay any such liens, costs, water the buyer shall lail to pay any such liens costs, water the surface of the sold become a pay to the s	the current tax year shall be prorated be the current tax year shall be prorated be the current tax year shall be prorated be the that the real property described in the told or agricultural purposes, atural person) is for business or commercial of the	and a wedding to the minimum being included in the parties hereto as of this date. The contract is seen and may retain such possession so long as he is including so no said premises, now or hereafter erectop said premises free from mechanic's and all outried by him in defending against any such his harges and municipal liens which hereafter law is at due, that at buyer's expense, he will insure a (with extended coverage) in an amount not a payable lirst to the seller and then to the busined to the escrow agent hereinafter named. It pay for such insurance, the seller may do so and shall bear interest at the rate aloresaid, with
ract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default, and seller, in case of such default, shall have the right immediatly, or at any time thereafter, to enter upon the land aloresaid, without any protein and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time improvements and appurents of any provision hereof shall in no we succeeding breach of any such provision or as a waiver of the provision thereof of any such provision hereof shall in no we succeeding breach of any such provision hereof shall in no we succeeding breach of any such provision or as a waiver of the provision thereof of any breach of any provision hereof shall in no we succeeding breach of any such provision hereof shall in no we succeeding breach of any such provision hereof shall in said and consideration follows the provision hereof solitars, is \$.15,000.00 @However, the actual consideration follows the provision hereof solitars which. The provision hereof solitars is \$.15,000.00 @However, the actual consideration follows the provision hereof solitars which. The provision hereof solitars which. The provision hereof solitars which is the whole consideration follows the provision hereof solitars which is the whole consideration follows the provision hereof solitars which is the provision of the provisio	In payments above required. Taxes on said premises for The buyer warrants to and covenants with the sel *(A) primarily for buyer's personal, tamily, househ (B) for an organization or (even it buyer is a nature of the contract. The buyer against the seller has the seller has and save the seller harmless thereform and reimburse and save the seller harmless thereform and reimburse and save the seller harmless thereform and reimburse at he will pay all taxes hereafter levied against said prompt be imposed upon said premises, all promptly before a property of the seller harmless in a company or company payment so made shall be added to and become the buyer shall fail to pay any such liens, costs, water pay payment so made shall be added to and become the buyer shall tail to pay any such liens, costs, water property payment so made shall be added to and become the buyer as the imposed the seller has exhibited unto the buyer a title imposed the seller has exhibited unto the buyer a title imposed the above described real estate in lee simple unto the best and the seller has executed the seller has	the current tax year shall be prorated be the current tax year shall be prorated be the current tax year shall be prorated be the that the real property described in the told or agricultural purposes, attural person) is for business or commerced of the commerced of the	and a western the minimum being included in six contract is a six contract is a six contract in the six contract in
it his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof is hall in no waiver succeeding breach of any such provision or as a waiver of the provision itself.  It is not any such provision or as a waiver of the provision itself.  It is not one consideration paid for this transfer, stated in terms of dollars, is \$ 15,000.00 (However, the actual consideration for includes other property or value given or promised which is part of the consideration (indicate which). The consideration of the constant of t	ar payments above required. Taxes on said premises for The buyer warrants to and covenants with the sel *(A) primarily for buyer's personal, tamily, househ (B) for an organization or (even il buyer is a ma The buyer shall be entitled to possession of said land adult under the terms of this contract. The buyer age good condition and repair and will not suffer or permit ens and save the seller harmless therefrom and reimburse at he will pay all taxes hereafter levied against said pre as he imposed upon said premises, all promptly before as he imposed upon said premises, all promptly before the buyer shall fail to pay any such liens, costs, water up payment so made shall be added to and become a pativer, however, ol any right arising to the seller hor buyer, the seller has exhibited unto the buyer a title in the seller has exhibited unto the buyer a title in the sending the secure of the above described real estate in lee simple unto the the easements, building and other restrictions now of record of the title insurance policy mentioned above, in escrow a town agent, with instructions to deliver said deed, toget on the payment of the purchase price and full compliance of purchase price and tuil compliance of purchase price and the respective installments thereof, the seller. The escrow fee of the escrow agent shall be patic the seller.	the current tax year shall be protated be the current tax year shall be protated be the that the real property described in the that the real property described in the that the real property described in the the that the real property.  The shall be that the times he will keep the by the that the will keep the that the the the the the the that the that the that the that the that the the that the that the that the the the the the the the that the the that the the that the that the the that the that the that the that the the that the the that the the the the that the the that the that the that the the the that	and a weighter the minimum being included in being included in being included in being included in wise on the parties hereto as of this date. The parties hereto as of this date, and contract is a supposed in the parties of the par
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is a corporation, it has caused its corporate name to be signed and its corporate scal affixed here its officers duly authorized thereunto by order of its board of directors.	The buyer warrants to and covenants with the sel **(A) primarily, lor, buyer's personal, tamily, househ (B) for an organization or (even it buyer is a not all and the title insurance policy mentioned above, in escrow a feet easements, building and other restrictions now of records the buyer and the title insurance policy mentioned above, in escrow to the case of the contract. The buyer aging the buyer shall be entitled to possession of said land adult under the terms of this contract. The buyer aging good condition and repair and will not sulfer or permit men and save the seller harmless thereform and reimburses at he will pay all taxes hereafter levied against said pre as he imposed upon said premises, all promptly before a property of the buyer and is accorded to said see insured all buildings now or hereafter erected on said the buyer shall fail the pay any such liens, costs, water up apyment so mae apply any such liens, costs, water up apyment so mae above any such liens, costs, water up apyment so mae shibited to and become a pay apy accorded to a pay any such liens, costs, water up apyment so mae shibited to and become a pay apy apyment so mae shibited in the seller has executed the seller has executed the seller has executed the above described real estate in the simple unto the bar and the seller has executed the above described real estate in the simple unto the bar easements, building and other restrictions now of record after the seller has the seller has executed the seller has the seller has executed the seller has property of the purchase price and tult compliant of the buyer and is a seller, the seller and the respective installments thereof, the seller has property of the purchase price and tult compliant of purchase price and the respective installments thereof, the seller at his option shall have the following rights of the seller at his option shall have the following rights of the seller has easemented by and belong to said seller as it distiller, in case of such default, shall have the righ	the current tax year shall be prorated be liter that the real property described in the third person is for business or commerced of the current tax year shall be prorated be liter that the real property described in the total person is for business or commerced of the control person is for business or commerced of the same or strip thereof; the person is for all costs and attorney sees that at all times he will keep the business of the same or any part thereof become poperty, as well as all water renty sees in the same or any part thereof become by the same or any part thereof become by the panies satisfactory to the seller, with lost impanies satisfactory to the seller, with lost impanies satisfactory to the seller, with lost impanies satisfactory to the seller, with lost insurance to be delivered as soon as in rents, taxes, or charges or to procure and to the debt secured by this contract as surance policy insuring marketable title insurance policy insuring marketable title insurance policy insuring marketable title insured by him.  If a good and sullicient deed (the form of buyer, his heirs and assigns, free and clead, if any, and See title reported in the second of the	the minimum being included in the parties hereto as of this date. The parties hereto as of this date, and contract is the parties hereto as of this date, and may retain such possession so long as he is initial purposes other than agricultural purposes, and may retain such possession so long as he is initial purposes of the parties of parties of parties of the parties of parties of parties of parties of the parties of parties of parties of the parties of parties of parties of the parties of parties of parties of parties of parties of parties of the parties of
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Dollars (\$ 15,000.00 for the sum of FIFTEEN THOUSAND AND NO/100 - - - -(hereinafter called the purchase price) on account of which ONE THOUSAND AND NO/100 - - - - - - Dollars (\$ 1,000.00 \*\*\* ) is paid on the execution hereof (the receipt of which hereby is acknowledged by the selier), and the remainder to be paid at the times and in amounts as follows, Payment to be not less than \$100.00 per month including principal and interest. Payoff to be within 10 years of closing date. Purchaser to pay taxes when due. \*\*\$1,000.00 additional earnest money to be paid at time of closing. date until paid, interest to be paid monthly and and being included in the mular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date. . . The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, lamily, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. The buyer shall be entitled to possession of said lands on Sept. 19.78. and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suller or permit any waste or strip thereof; that he will keep said premises tree from mechanics and all others, liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's lees incurred by him in delending against and say such liens will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by lire (with extended coverage) in an amount not less the casements, building and other restrictions now of record, it any, and ..... See title report for other encumbrances... and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with ... Mt. Title Company of Klamath Falls, Oregon assigns, escrow agent, with instructions to deliver said deed, together with the lire and title insurance policies, to the order of the buyer, his her Pard upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of the payment of the purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow lee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal startes; the tollection changes of the seller at his contract, and in case the buyer shall tail to make the And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall tail 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, 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 seller at his option shall have the following rights: (1) to declare this contract of the whole unpaid principal balters and the seller this option shall have the right in the seller this contract and other documents from escrow and/or accounted by the buyer hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights against the seller hereunder shall event to and revest in said seller without any seller to the purchase of said property as absolutely, and without any right of the buyer of return, reclamation or compensation for many and perfectly as it this contract and such payments had never been me to said permises up to the time of such default, and perfectly as it this contract are to be retained by and belong to said seller as the agreed or at any time threatter, to enter upon the land aloresaid, without any process said seller, in case of such default, shall have the right immediate the improvements and appurtenances thereon or thereto belonging, oi law, and take immediate possession thereof, together with the provision hereof any provision hereof be held to be a waiver of allect his right, hereunder to enforce the same, nor shall any surver by said seller of any breach of any provision hereof be held to be a waiver of allect his right, hereunder to enforce the same, nor shall any waiver by said selle specifice heirs executors, administrators, successors in interest and assigns as well.

N. 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 scal affixed bereto John Houls by its officers duly authorized thereunto by order of its board of directors. ANC. John R. Poulos Yoward a Shrman

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOIE: the sentence between the symbols (i), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

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## RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS

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I certify that the within instru-ment was received for record on the 17 thay of October at 10:20 o'clock A M., and recorded in book. M78 on page 23178 or as filing fee number 56799, Rec-Howard A. Pohrman 11300 N.E. Halsey -#108 CONTRACT By Deenetha Alloth Deputy. ord of Deeds of said County.

Witness my hand and seal of Portland, OR. 97220 AFTER RECERDING NETURN TO County of Klamath ... Block BETWEEN STATE OF OREGON County affixed. Addition Address Dated

STATE OF		)
	MULTWOMA OCTOBER 5	, 19 78
Personall	y appeared the above	pasned
ment to bal.	and a knowledged	the foregoing instru- intary not and deed.
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STATE OF ORI	GON, Count	y of	Mult	nomah	.) ss.
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and that the seal of said corporation half of said corporation them acknowledge Before n	ration by aut ed said instr		be its volu	nea and se.	aled in be- nd each of and deed.
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