

....., hereinafter called the buyer,
WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the
seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-
scribed lands and premises situated in Klamath County, State of Oregon to-wit:

for the sum of SEVEN THOUSAND and NO/100THS-----Dollars (\$ 7,000.00)
(hereinafter called the purchase price), on account of which ONE THOUSAND and NO/100THS-----
Dollars (\$ 1,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 6,000.00) to the order
of the seller in monthly payments of not less than SEVENTY-FIVE and NO/100THS-----
Dollars (\$ 75.00) each,

* See attached rider for additional provision,

The buyer warrants to and covenants with the seller that the real property is being purchased primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on closing 19, 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, together with hereafter erected, in good condition and repair and will not suffer or permit any dilapidation or disrepair thereof; that he will keep said premises free from mechanical and electrical equipment, and will pay to the building seller for all costs and attorney's fees incurred by him in defending against any such suits; that he 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 fire (with extended coverage) in an amount

contract balance

not less than _____ company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interest may appear, and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within _____ days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that with said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, 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 seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

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 the payments above required, or any of them, punctually within ten 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 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/or (3) to enforce this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act or deed of said seller. The act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of this purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in case of such default all payments theretofore made on this contract 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 the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 7,000.00. (1) However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ the whole consideration (indicate which). (1)

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable and allowable 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 the 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.

In construing this contract, it is understood that the seller or the buyer 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.

STATE OF OREGON,

County of.....Klamath

BE IT REMEMBERED, That on this 4th day of November, 19 72,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Donald R. Wessel and Sharon R. Wessel

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires May 17, 1943

RIDER TO CONTRACT OF SALE OF REAL PROPERTY
 BETWEEN DONALD R. WESSEL and SHARON R. WESSEL
 and RONALD C. FRIESEN

This contract shall be placed in Escrow at First Federal Savings and Loan Association of Klamath Falls, Oregon, together with the original Escrow Instructions on the First Federal's standard form and Contract Purchasers Title Insurance Policy required of Sellers hereunder.

*Ret: Ron Friesen
 P.O. Box 5227
 Co. Ky*

SELLERS

Donald R. Wessel
 DONALD R. WESSEL

Sharon R. Wessel
 SHARON R. WESSEL

BUYER

Ronald C. Friesen
 RONALD C. FRIESEN

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~and~~ _____

this 5th day of January A. D. 1979 at 2:40 o'clock PM., and
 duly recorded in Vol. M-79, of _____ Deeds on Page 449

Wm. D. MILNE, County Clk.

Fee \$6.00

By

Jacqueline J. Mettlee