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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 30 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 interest thereon at once due and payable; (3) to withdraw said deed and all other documents from escrow and/or (4) to rescind 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 terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in the seller without any act of re-entry, or any other action on the part of the seller to be performed and without any right of the buyer of return, reclamation or compensation for any money paid on account of the 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 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 \$28,000.00. (However, the actual consideration on this transfer includes other property of value given or promised, which is not of the same nature as the consideration indicated which is cash.)

In case suit or action is instituted to foreclose this contract, or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court may allow to the prevailing party. In construing this agreement, the prevailing party shall be deemed to be the party whose attorney's fees on appeal are allowed.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation, partnership, or other legal entity. The singular pronoun shall be taken to mean and include the plural, thus, "he" shall be made, assumed, understood, and construed to mean "they".

This agreement shall bind and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns of the parties hereto, their legal representatives, assigns, heirs, executors, administrators, personal representatives, successors in interest and assigns, whether or not a corporation; that if the context so requires, the words "heirs, executors, administrators, personal representatives, successors in interest and assigns" shall be construed to include the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made as may be required to carry out the intent and purpose of this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of New York, this _____ day of _____, 20____.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if it

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.

Louise A. Ike
Louise A. Ike
Alonzo S. Jones
Alonzo Jones

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON,

County of Klamath

March 16 1979

Personally appeared the above named

Louise A. Ike and

Alonzo Jones

and acknowledged the foregoing instru-
ment to be their voluntary act and deed

Before me:

(OFFICIAL
SEAL)

L/ANNA K. RICK
NOV 21 1964

Notary Public for Oregon

My ~~commission~~ ^{my commission} expires

STATE OF OREGON, County of

Personally appeared

who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(SEAL)

ORS 83.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the parties. Such instruments or a memorandum thereof, shall be recorded by the

ORS 93.990(2) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

SUBJECT TO: Exhibit "E" and an easement 30.00 feet in width for purposes of ingress and egress, more particularly described as follows:

The Westerly 30.00 feet of the above described property.
Subject further to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
2. Reservations.

2. Reservations as set forth in Land Status Report recorded December 22, 1958 in Book 308 at _____

described property is subject to any existing easements for roads and highways.

roads and highways, for public utilities and for railroads and
pipe lines and for any other easements or rights of way

lines, etc., actually owned by or for railroads and there is hereby reserved any and all roads, trails, telegraph

lines, etc., actually reserved any and all roads, trails, telephone part of property in Section 11). (Affects

Reservations and restrictions, including the terms and provisions thereof, as set forth in the schedule of property in Section 11).

hereof, as set forth in approved Indian Deed from Marlon Nelson to Meyerhaeuser Timber Company, recorded May 15, 1962.

look 345 at page 293, Deed Records, to-wit: "There is reserved for

he lands hereby granted (1) Right of way to the Southern Pacific
allway Company for a railroad approved by the

1. Right of Way to the Southern Pacific approved by the First Assistant Secretary of the Interior on February 4, 1914. (2) Right of Way to Beaverville, Lower Administration, 1914.

Power Administration for electric transmission lines for a period not exceeding 50 years from September 14, 1951.

ceeding 50 years from September 14, 1951. This conveyance is subject to any existing easements for public roads and highways for public utilities and for public use.

For continuation of this contract see attached page

for continuation of this contract and for any other easements
reference incorporated herein)

or rights of way of record. All subsurface rights except water, are hereby reserved, in trust, by the grantor pursuant to the provisions of the Act of August 13, 1954 (68 Stat. 720)". (Affects Section 14, Township 34 South, Range 7 East of the Willamette Meridian).

4. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Larson Creek and the ownership of the State of Oregon in that portion lying below the high water mark thereof. (Affects Parcel 1 and other property).

5. Contract, including the terms and provisions thereof,

Dated : June 14, 1974
 Recorded : October 8, 1976 Book: M-76 Page: 15902
 Vendor : Philip W. Curtis
 Vendee : John M. Schoonover. (Affects Parcel 1), 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.

A partial interest of the vendees in the above mentioned contract was assigned by Instrument,

Dated : December 27, 1978
 Recorded : January 4, 1979 Book: M-79 Page: 345
 To : Louise A. Ike.

8. Financing Statement

Recorded : October 17, 1978 Book: M-78 Page: 23277
 From : Lawrence L. Marsh and Karla Marsh
 To : Western Bank, Klamath Falls Branch

9. Financing Statement

Recorded : December 13, 1978 Book M-78 Page 27927
 From : Lawrence L. Marsh and Karla Marsh
 To : Western Bank, Klamath Falls, Oregon.

Buyer specifically agrees to pay the full contract balance on or before April 16, 1989.

Exhibit A

An easement 60 feet in width, measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 and the centerline of an existing road, from which the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14 bears South 89° 59' 40" East 626.00 feet; thence from said point of beginning Northeasterly along the centerline of an existing road, the following six bearings and distances: North 18° 16' 56" East 31.94 feet, North 26° 36' 26" East 66.98 feet, North 45° 16' 11" East 133.72 feet, North 52° 35' 15" East 257.59 feet, North 38° 56' 57" East 65.21 feet, South 89° 54' 02" East 246.55 feet to a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, from which the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, bears South 00° 10' 16" West 391.19 feet.

Exhibit B

An easement for purposes of ingress and egress lying 30 feet Northerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, bears South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 1300.46 feet; thence South 89° 54' 30" East 1980.06 feet to a point on the East line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 14.

Exhibit C

An easement for purposes of ingress and egress lying 30 feet Southerly, measured at right angles, and adjacent to the following described line:

Beginning at a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14 bears South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 1097.61 feet to a point.

Exhibit D

An easement for purposes of ingress and egress lying 30 feet Southerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 202.85 feet; thence South 89° 54' 30" East 902.78 feet to a point.

Exhibit E

An easement for purposes of ingress and egress lying 30 feet Southerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet, North 89° 54' 02" West 1300.46 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 30" East 1077.27 feet to a point on the East line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 14.

Exhibit F

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles, and adjacent to the following described line:

Exhibit F continued

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14.

Exhibit G

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14.

Exhibit H

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet, North 89° 54' 02" West 1300.46 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14.

Exhibit I

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet, North 89° 54' 02" West 1300.46 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 19th day of March A. D. 1979 at 11:14 clock A.M., or
 duly recorded in Vol. M79, of Deeds on Page 6164

Wm D. MILNE, County Clerk

Bernetha Adelsch

Fee \$15.00