FORM No. 706-CONTRACT-REAL ESTATE-	CONTRACTREAL ESTATE	Vol.179	Page 13383	9
THIS CONTRACT, Ma	de this First day of JU HULTZ and JEAN	NE SCHULTZ	, 1979, betwe	een
and JOSEPH NEIL	EVANS and DIANE !	, here M. EVANS	inafter called the sel	ler,
seller agrees to sell unto the scribed lands and premises sin Beginning 193 Fact line of main street and the South Lin THENCE South Ex line of MANN stree THENCE South Ex INENCE North Exst & South Ext of some of 20 All of said pro of Sec. 30 T. In KLAMATH COU for the sum of Lifterm (hereinatter called the purch Dollars (\$46.00) is seller); the buyer agrees to of the seller in monthly pay	ase price), on account of which for paid on the execution hereof (the rec pay the remainder of said purchase pri- ments of not less than One has	se from the seller ty, State of ORE ar section a oF CRESCE act oF CH augles T oF 652.2 h said man a with sa oundary of h East 60. c. point a s.E. Quan n Town augles to b East 60. n Town	all of the following GON, tor of the Easter ENT OREGON RESCENT ORI To the EASTE Feet. In st. 200 F id main st. F CREXCEN Dillars (\$ 15400, Lunched) BCOM to the c	de- vit: ig E G OI T T E G OI T T E G OI T T E G OI T T S T T the
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BUYERS NOT TO PAY MORE THAN THE 4600 POWN PAYMENT BUYERS NOT TE PAY MORE WAN THE GOOD DO NOT THE POWE PAYMENT OF THE GOOD DO NOT THE POWE PAYMENT. PURING CALESTPER YEAR 1979, All OF any MOLL of CF Share Power PAYMENT. And it is understood and agreed between said parties that time is of the essence of this coltract, and in case the huyer shall bail to make the payments about required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained. Then the vibre 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 pice with the interest there and payable, (3) to withdraw said deed and other documents from escow any of the solier hereing shall utily cease and de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer of return, techamation or correves and case of such default all payments theretofore made on this contract are to be performed and without any right of the buyers shall were to and reasonable the said seller to be performed and without any right of the buyer of return, techamation or correvest in said the land alloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and apputentes that never been under any time thereadilet, or enter of such default, shall have the right immediately, or at any time thereadilet, or enter on or there to the open the said seller in case of such default. Any time the said seller with all the improvements and apputents there advects of such default and with the said seller as the said seller as the said seller in orase of such default and provide the said seller as the said seller is on the contract are to be performed and without any right of the buyer at the said seller were been under and the resonable therein to and the said seller in case of such default, shall have the right immediately, or at any time thereen to enter therein the said 13384belonging. 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. Sellers are required to give buyers a Forty days (40) written notice before any action can be taken For breach of contract. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,400. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,400. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,400. The 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 sum as the trial court may adjud/re reasonable as attorney's less 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 lutter promises to pay such sum as the appellate court shall adjudge teasonable as attorney's less to be allowed the prevailing party in said suit or action and if an appeal is taken from any indiverse to make the provision that the selfer or the buyer may be more than one person or a corporation; that if the context so requires, shall be made, assumed and inpute to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective the shall be indiversed and injutate teasonable as the circumstances may require, not only the immediate parties hereto but their respective 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 hy its officers is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto hy its officers is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto hy its officers is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto hy its officers is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto hy its officers is a corporation. 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. Jiane M. Evans Jan Lehult lT. NOTE-The sontence between the symbols (), if not applicable, should be deleted. Ses ORS 93.030). STATE OF OREGON, STATE OF OREGON, County of \_\_\_\_\_ ane \_\_\_\_\_, June \_\_\_\_\_\_, 19,79 Personally appeared, Bannie J. Schult of Jean Schult County of Kinneth ) 55. Personally appeared the above named. and acknowledged the foregoing instrument to be lever voluntary act and deed. OFFICIAL ALLELY De Lice that cald instant them acknowledged said instrument to Before me: Douglas P Jonutt Notary Public for Oregon My commission expires: 9/30/8/ (OFFICIAL SEAL) Notary Public for Oregon My containsion expires (19.24, 19.80 to be its voluntary act and deed. (SEAL) ORS 93.695 (1) AV instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument executed and the pathies are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-yed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ors 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. ties ar (DESCRIPTION CONTINUED) 4150 known as Tax hot 2409-3034-2800-000 Containing 3.02 Acres TATE OF OREGON; COUNTY OF KLAMATH; 18. tor record at request of X is \_7th day of \_\_\_\_\_ A. D. 19\_7 at 1:26 clock M., and pily recorded in Vol. 1179 of \_\_\_\_ Deeds - on Page13333 Wm D. MILNE, County Cle. By Dernethan Sheloshe Pec \$6.00