55866 C 2	Payments. MTC 7757 CONTRACT—REAL ESTATE	Vcl. <u><i>M</i>79</u> Page 13389
	CONTRACT—REAL ESTATE	vcl. <u>m79</u> Page 13389
THIS CONTRACT, Made th STEVEN CRAIG FREESE and	is / A day of fur PAMELA DARLENE FREES	nic , 19 79 , between E, husband and wife
***************************************		, hereinafter called the seller, and and wife, , hereinafter called the buyer,
will NESSETH: That in co seller agrees to sell unto the buyer scribed lands and premises situated That portion of the E½ of the 1	and the buyer agrees to purch and the buyer agrees to purch in Klamath Cour Wa definition of Covernme	hants and agreements herein contained the buyer, hants and agreements herein contained, the see from the seller all of the following de- ty, State of Oregon , to-wit: ht Lot 3, Section 1, Township 35 h County, Oregon, lying South of th
in Deed recorded February 21, 2 County, Oregon.	1973 in Volume M73, page	and to all diatomaceous earth, oil, scribed real property, as reserved 1841, Microfilm Records of Klamath
vicini ule innus of streets.	d to any portion of the product of t	nerein described premises lying recorded July 3, 1918 in Volume 49
or canals constructed by the office of the office o	e lands hereby granted a he quthority of the Unit.	right of way thereon for ditches ed States."
(hereinafter called the purchase priv	d and 00/100 ce) on account of which One T (\$ 1940.23) is puid on	Dollars (\$ 16,000.00) nousand Nine Hundred Forty and 23/1(
that certain recorded Contr Sellers, to Steven Craig Fi	rese et un Buyers un	to the order of the seller at the times and in herein, Buyers agree to assume and 29, 1977, Leroy Verne Hileman, et u th a present unpaid balance of
order of the Sellers at the interest at the rate of 7%	to to May 15, 1979, and the times and in amounts as from June 1, 1979, naval	he remainder to be paid to the follows, to wit: \$7,800.00 with
ulari yituu.uu eacii, and an a	addicional lump sim pavme	int of SI 500 00 to be paid on the
July, 1979, and continuing the buyer warrants to and covenants buy (B) for many operations of covenants and (B) the many and covenants and (B) the the covenants and (B) the cove	from the closing of said lot day of each month he until said purchase price to a manage of the said purchase of the said by household or agricultural purposes.	nt of \$1,500.00 to be paid on the l transaction. Said \$100.00 payment reafter beginning with the month or e if fully paid. Prepayment without penalty
All of soid purchase price may be paid at any the minimum regular payments above required.	from the closing of said from the closing of said lst day of each month he until said purchase prid th the selfer that the tread property described by, household or agricultural purposes. The matural person is for business or c ime: all deterred balances of said purchase matural paid, interest to be paid Taxes on said premises for the current tax 79	nt of \$1,500.00 to be paid on the l transaction. Said \$100.00 payment creafter beginning with the month of the if fully paid. Prepayment without penalty payment without penalty perfect the the rate of 71% monthly and the product in year shall be prototed between the parties better as of
All of said purchase price may be paid at any the minimum regular payments above required. The buyer shall be entitled to possession of the minimum regular payments above required. The buyer shall be entitled to possession of the is not in default under the terms of this conditioned regular and will be said and the price and the minimum regular payments above required.	from the closing of said from the closing of said lst day of each month he until said purchase prid the said that he real property describe by, household or agricultural purposes. Fr is a matural person) is for business or c inne: all deterred balances of said purchase 79 until paid, interest to be pai Taxes on said premises for the current tax 79	nt of \$1,500.00 to be paid on the l transaction. Said \$100.00 payment preafter beginning with the month of the if fully paid. Prepayment without penalty payment of the manufactured payment price shall be interest at the rate of 73% i monthly and the parties better as of the partice behavior to be parties better as of 1979 and may retain such personal of an will keep the buildings of said premises, new or becatter
All of snid purchase price may be paid at any to the buyer warrants to and covenants by "the buyer and payments above required of the minimum regular payments above required of the buyer shall be entitled to possession of the buyer shall be entitled to possession to be is not in default under the terms of this could not be buyer and all politics and the buyer shall be entitled to possession the is not in default under the terms of this could not be buyer shall be entitled to possession the is not in default under the terms of this could not it for any be imposed upon said premise insure and keep insured all buildings now or bernot less than sfull insurable and all politics use hiers, taster tents, taste, or charges or to and become a part of the debt secured by this the selfer to buyer's breach of contract.	from the closing of said from the closing of said lst day of each month he until said purchase price the said said purchase price by household or agricultural purposes. The a matural person is for basiness or the analysis of the current tax of a matural person is for basiness or the analysis of the current tax of a matural person is for basiness or tract. The buyer agrees that at all times he of said lands on June 1 tract. The buyer agrees that at all times he of said lands on June 1 fract. The buyer agrees that at all times he of said remote the same or any par- calter erected on said premises against loss the of procure and pay for such insurance, the scontract and shall be insurance, the scontract and shall be the same or within	mt of \$1,500.00 to be paid on the I transaction. Said \$100.00 payment reafter beginning with the month of the if fully paid. Prepayment without penalty payment of the second second second second in this contract, where the rate of 72% price shall be prototed between the parties between the parties between and will keep the buildings on said premises, new or breader rel; that he will keep said premises free the metadary and there will keep said premises free the metadary and altores, be will be retended to the parties between the barden will keep the buildings on said premises free the metadary and altores, be will keep said premises free the metadary as soon as insured. Now it the buyer's expense, he will be first to the seller and then to the buyer as as soon as insured. Now it the buyer shall be added altoresaid, without waiver, however, of any right origing to hered, he will furnish unto buyer a title insures on the form in the one with unish unto buyer a title insures on the buyer in seller may do so and any payment so made shall be added altoresaid, without waiver, how ever, of any right origing to
The buyer shall be entitled to personal, lam per course of the shall be entitled to personal the "(A) primarily for buyer's personal, lam "(B) for an organization or (even if show (B) for an organization or (even if show per cent per annum from Jume 1, 197 the minimum regular payments above required. If "(A) organization or (even if show per cent per annum from Jume 1, 197 the minimum regular payments above required. If "The buyer shall be entitled to personal, lam is not in delawlit under the terms of this cont rected, in good condition and repair and will n and all other thers and save the seller barmless such liens; that he will pay all taxes hereafter h after lawlify may be imposed upon said premise insure and keep insured all buildings now or her- not less than sfull insurable a comp their respective interests may appear and all polic such liens, costs, water rents, taxes, or charges or to and become a part of the debt secured by this the seller to buyer's breach of contract. The seller agrees that at his represe and saving (in an amount equal to said punchase price save and except the usual printed exceptions and said purchase price is hully paid and upon require premises in less imple unto the buyer, his heirs a save and except rents and public charges so assumed h	from the closing of said from the closing of said lst day of each month he until said purchase price the the selfer that the treal property describe by household or agricultural purposes. The a matural person is for business or a treat of a matural person is for business or treat a matural person is for business or treat. The buyer agrees that at all times he of said lands on June 1 fract. The buyer agrees that at all times he of suffer or permit any waste or stip the thereftom and reinburse selfer for all costs wild against said property, as well as all said lands on said premises against loss the of suffer or permit any waste or any par- catter erected on said premises against loss and promulty before the same or any par- catter erected on said premises against loss the so intract and shall be a interest at the rate within 30 days from the date of the buyer and lear of encumbrances is the buyer and lear of encumbrances is the buyer and lear of encumbrances is they the buyer and clear of encumbrances is though or under selfer, escepting, however, by the buyer and lucture coefficient and lines the (Continued on reverse')	mt of \$1,500.00 to be paid on the I transaction. Said \$100.00 payment reafter beginning with the month of treafter beginning with the month of the if fully paid. Prepayment without penalty price shall bear interest at the rate of 7^{27}_{10} monthly and the protocold monthly and the protocold in this contract, and the rate of 7^{27}_{10} monthly and the protocold is provided in the parties hereto as of 10^{29}_{10} and may retain such presession so long as will keep the buildings on suid premises, new or hereafter that he will keep said premises the tran mechanics will keep the buildings on suid premises, new or hereafter thereof here buildings on suid premises in an amount will keep the buildings on suid premises in an amount will keep the buildings on suid premises in an amount will keep the buildings on suid premises in an amount will keep the buildings on suid premises in an amount of damage by fire (with extended coverside) in an amount with loss payable first to the seller and then to the buyer as as soon as insured. Now it the buyer shall full to pay any seller may do so and any payment so made shall be added aforesaid, without waiver, however, of any tight arising to a the seller on or subsequent to the date of this agreement, the will deliver a good and sufficient deed to one subsequent to the seller on or subsequent to the date of this agreement, the seller on or subsequent to the date of the sufficient so the date based and the added char of all ensumbrances the solic cover and the sufficient deed to one subsequent to the seller on or subsequent to the date of the sufficient the seller on or subsequent to the date of the sufficient the seller on or subsequent to the date of the sufficient the sile ensements and restrictions and the at the inverse mathematicant the sufficient and the added char of the sufficient date of the sufficient the sufficient sufficient the date of the sufficient the sufficient the sufficient the sufficient the sufficient the sufficie
The buyer shall be entitled to personal, lami per course of the solution of t	from the closing of said from the closing of said lst day of each month he until said purchase price the the selfer that the treal property describe by household or agricultural purposes. The a mathemat personal is for business or a fine: all deterred balances of said purchase 29 until paid, interest to be paid faces on said premises for the current tax 29	mt of \$1,500.00 to be paid on the I transaction. Said \$100.00 payment creafter beginning with the month of the in this contract by paid. Prepayment without penalty paid. Prepayment without penalty performed to the tate of 72% monthly and prepayer. The penalty provide the tate of 72% monthly and prepayer. The penalty performed between the parties between a of 1079, and may retain such possession so long as will keep the buildings on suid premises, new or becauter there the will keep said premises, new or becauter there the will keep said premises the t-an metanancian there the will keep said premises the t-an metanancian and attorney's less incurred by him in deten ling adjunct any catter rents, public charges and municipal hores which here thereof become past due that at buser's expense, be will with loss payable first to the seller and then to the buyer as as soon as insured. Now if the buyer shall full to pay any adoresaid, without waiver, however, of any right arising to aforesaid, without waiver, however, and any capture the shall be added aforesaid, without waiver, however, and any capture the due of this afferent the will deriver a good and sufficient deed convergen and the will deriver a start and any payment so made with deriver a start any seler also afters that when the will deriver a start any seler also afters that when the will deriver a start and any payment so made
Italit (100.00.00 each, and a principal ninety (90) days are due and payable on the July, 1979, and continuing The buyer warrants to and covenants but "(A) primarily for buyer's personal, tami (B) for an organization or (even if down) (B) for an organization or (even if down) (B) for an organization or (even if down) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C	from the closing of said from the closing of said lst day of each month he until said purchase prid the selfer that the real property describe by, household or agricultural purposes. The analysis of the business or so inter an analysis of the business or so inter an analysis of the business or so inter an analysis of the current tax of a mathemal person is for business or so inter and the busies for the current tax of a mathemal person of the current tax of a mathemal person of the current tax of a mathemal premises for the current tax of a mathematic solution of the selfer therefore and pay before the same or any par- curer erected on said premises gainst loss the promptly before the same or any par- curer erected on said premises against loss to procure and pay for such insurance, the s contract and shall bear interest at the rate within 30 days from the date rate from surender of this agreement, nd asigns, free and clear of encumbrances a frong on surender of this agreement, busing and under selfer (sold agreement, busing and under selfer excepting all liens (Continued on reverse) (Continued on reverse) and pay and the self encumbrances a frong hor under selfer, excepting all liens (Continued on reverse) (Continued on reverse)	ant of \$1,500.00 to be paid on the transaction. Said \$100.00 payment treafter beginning with the month of treafter beginning with the month of the if fully paid. Prepayment without penalty price shall bear interest at the rate of 72% monthly and the procession without and the procession of the state of 72% and the state of the st
Itali (1000.00 each, and a principal ninety (90) days are due and payable on the July, 1979, and continuing The buyer warrants to and covenants by "(h) primarily for buyer's personal, lami (B) for an organization or (seen it bar) (B) for an anount equal to sail purchase price is that a this expense and said purchase price is bully paid and upon requirements in her simple unto the buyer, bis heirs a since said date placed, permitted or arising by them, which was a ceeding, as (Seeven-Ness form No. 1308 or (seeven-Ness form No	from the closing of said from the closing of said lst day of each month he until said purchase prid the selfer that the real property describe by, household or agricultural purposes. The analysis of the business or so inter an analysis of the business or so inter an analysis of the business or so inter an analysis of the current tax of a mathemal person is for business or so inter and the busies for the current tax of a mathemal person of the current tax of a mathemal person of the current tax of a mathemal premises for the current tax of a mathematic solution of the selfer therefore and pay before the same or any par- curer erected on said premises gainst loss the promptly before the same or any par- curer erected on said premises against loss to procure and pay for such insurance, the s contract and shall bear interest at the rate within 30 days from the date rate from surender of this agreement, nd asigns, free and clear of encumbrances a frong on surender of this agreement, busing and under selfer (sold agreement, busing and under selfer excepting all liens (Continued on reverse) (Continued on reverse) and pay and the self encumbrances a frong hor under selfer, excepting all liens (Continued on reverse) (Continued on reverse)	mt of \$1,500.00 to be paid on the I transaction. Said \$100.00 payment recafter beginning with the month of the if fully paid. Prepayment without penalty paid. Prepayment without penalty parts of the the sale of 72% for this contract, and the sale of 72% monthly and the parties hereto as of 1979 and may retain such passesion so long as will keep the buildings on suid premises, new or hereafter that he will keep said premises the tran mechanics will keep the buildings on suid premises, new or hereafter that he will keep said premises the tran mechanics will keep the buildings on suid premises in an anyon will keep the buildings on suid premises in a mount of annage by free (with extended coversige) in an anyon thereof become past they that at buyer's expense, he will or damage by free (with extended coversige) in an anyon with keep on and any payment so made shall be added aforesaid, without waiver, however, of any right arising to the seller on or subsequent to the date of this agreement, the will deniver a good and them and clear of all ensumbrances the seller on or subsequent to the date of this agreement, the will deniver a good and there and clear of all ensumbrances the seller on or subsequent to the date of this agreement, the seller on or subsequent to the date of this agreement, the seller on or subsequent to the date of the seller in said so of the active of and there and clear of all ensumbrances the solic cave and there and clear of all ensumbrances the solic cave created by the buyer or his assign. The applicable. If warronty (A) is applicable on did the seller is ply with the Act and Regulation by making required disclosures; ien to finance the purchase of a dwelling in which event use
Litelit v100.00 Eacht, and an a principal ninety (90) days are due and payable on the July, 1979, and continuing The buyer warrants to and covenants bit "(A) primarily for buyer's personal, lami (B) for am organization or (even if store) the managements above required. If the minimum regular payments above required in the minimum regular payments above required. If the minimum regular payments above required in the minimum regular payments above required in the minimum regular payments above required. If the minimum regular payments above required is not in default under the terms of this conditions and repair and will mand all other liers and save the seller barnless such liens; that he will pay all taxes hereafter hatter lawluly may be imposed upon said premise insure and keep insured all buildings now or hermative respective interests may appear and all polic such liens; that he will pay all taxes or charges or to and become a part of the debt secured by this the selle to buyer's breach of contract. The seller agrees that at his representive interests may appear and all polic such liens, and save printed exceptions and said purchase price is hully paid and upon requirements, and except the usual printed exceptions and said purchase price is hully paid and upon requirements, and except the usual printed exceptions and said purchase price is hully paid and upon requirements, and except the usual printed exceptions and said purchase price is hully paid and upon requirements, and public charges so assumed to a condition, an unword it defined in the Truthelse. To Box 323 (hiloquin, OR 97624 Settler's NAME AND ADDRESS Eddie K. Egner, et ux BOY Delivery Chiloquin, OR 97624 DUYER'S NAME AND ADDRESS After recording return to:	from the closing of said from the closing of said lst day of each month he until said purchase price the said of agricultural purposes. The mathematic person is for basiness or co- ime: all deterred balances of said purchase mathematic person is for basiness or co- ime: all deterred balances of said purchase and the said lands on June 1 fract. The buyer agrees that at all times he of suffer or permit any waste or strip the thereform and reinburse seller for all costs wind against said property, as well as all said lands on June 1 fract. The buyer agrees that at all times he of suffer or permit any waste or strip the thereform and reinburse seller for all costs wind against said property, as well as all sail for and ball base inferent to the seller. The of numere to be delivered to the seller to procure and pay for such insurance, the scontract and shall bear inferent at the rati- within 30 days from the date of the buyer and further excepting, however, by the buyer and further excepting all liens (Continued on reverse) and under seller, excepting all liens through or under seller, excepting all liens (Continued on reverse) and asidns, the and clear of encumbrances the similar unless the contract will become a first	at of \$1,500.00 to be paid on the transaction. Said \$100.00 payment treafter beginning with the month of the selfer beginning with the month of the fully paid. Prepayment without penalty price shall be prototed to the rate of 72% monthly and premises the treat of 72% monthly and premises the building on suid premises proved between the patter between a of the building on suid premises proved by the building on suid premises the treat and the patter between the the table of the selfer on the built be that at buyer's expense, be will of damage by fire (with extended coversign) in an amount with hose payable first to the selfer and then to the buyer as a soon as insured. Now if the buyer's ball tail to pay any selfer may do so and any payment so made shall be added aloread, without waiver, however, of any ticht arbiting to be the selfer of any payment so made the selfer in the selfer on or subsequent to the date of the selfer and the selfer on the selfer and then to the buyer as a soon as insured. Now if the buyer of any advect that a buyer is ball be added aloread, without waiver, however, of any ticht arbiting to the selfer on or subsequent to the date of the selfer and the selfer in the selfer on any subsequent so the date of the selfer is the selfer and the selfer on the selfer and the selfer is a second and sufficient deed coversing and the selfer is pay any selfer may do be and test inform and the aver, municipal method between the selfer of a date the selfer of the
Itali (1000.00 each, and an experimental principal ninety (90) days are due and payable on the July, 1979, and continuing The buyer warrants to and covenants by the per cent per annum from June 1, 197 the minimum regular payments above required to personal, that is not in delault under the terms of this conditions of the buyer's barrend to be is not in delault under the terms of this conditions and repair and will n and all other there and such the selfer barnless such liens; that he will pay all taxes hereafter h after lawluly may be imposed upon said premise insure and keep insured all buildings now or hermative respective interests may appear and all polic such liens; that he will pay all taxes hereafter h after lawluly may be imposed upon said premise insure and keep insure all buildings now or hermative respective interests may appear and all polic such liens, that the will pay all taxes or charges or to and become a part of the debt secured by this the selle to buyer's breach of contract. The seller agrees that at his representing the usual printed exceptions and said purchase price is hully paid and upon requirements; and except the usual printed exceptions and said purchase price is hully paid and upon requirements; and except he usual printed exceptions and said purchase price is buyer. Not less the No. 1308 or similar. *IMPORIA-IT NOTICE: Delete, by lining out, whicheve creditor, an two word is delined in the Truth-interfor this puppore, us Steven-Ness form No. 1308 or similar. *IMPORIA-IT NOTICE: Delete, by lining out, whicheve creditor, and coupt haved is delined and upon requirements; and pass of the seller or arising be respected by this printed exceptions. All other here is a stat a stat a bis exception and said purchase price is hully paid and upon requirements; and the seller or the super section and stat printed exceptions. All others, and supple and except the	from the closing of said from the closing of said lst day of each month he until said purchase price the said of agricultural purposes. The said lands of agricultural purposes ince all deterred balances of said purchase methods and premises for the current tax of a multural person is for basiness or -c ime: all deterred balances of said purchase methods on June 1 fract. The buyer agrees that at all times he of suffer or permit any waste or strip the thereform and reinburse seller for all costs evide against said property, as well as all said france to be delivered to the seller, is of insurance to be delivered to the seller to procure and pay for such insurance, the sontract and shall bear inferent at the france, the sontract and shall bear inferent at the france within 30 days from the date of the buyer and further excepting, however, brough or under seller, excepting, however, the buyer and lutther excepting all liens (Continued on reverse) (Continued on reverse) (Continued on reverse) similar unless the contract will become a first similar unless the contract will become a first	nt of \$1,500.00 to be paid on the I transaction. Said \$100.00 payment recafter beginning with the month of the if fully paid. Prepayment without penalty payment of the month of the if fully paid. Prepayment without penalty price shall bear interest at the rate of 72% monthly and the parties hereto as of 1979 and may retain such procession so long as will keep the buildings on said premises, new or hereafter there the buildings on said premises, new or hereafter will keep the buildings on said premises, new or hereafter there the buildings on said premises, new or hereafter will keep the buildings on said premises, new or hereafter there the buildings on said premises, new or hereafter will keep the buildings on said premises, new or hereafter there the will keep and premises the trans which here there the said keep and premises the trans which here there the will keep and premises the trans which here there the will keep and premises the trans which here there the said the to here and then to the buyer as as soon as insured. Now if the buyer shall fail to pay any saller may do so and any payment so thad shall be added aforesaid, without waiver, however, of any shall be presented the seller on or subsequent to the date of the avers that be the said executed and tree and there are the investigated by the said executed and there and the taxes, municipal and excumbrances created by the buyer or his asign. STATE OF OREGON, SSTATE OF OREGON, at a cretify that the within instru- ment was received for record on the day of ,19, at o'clock M., and recorded on page or as and the boot or page or as
Itali (1000.00 each, and an a principal ninety (90) days are due and payable on the July, 1979, and continuing The buyer warrants to and covenants bit "(A) primarily for buyer's personal, fami (B) for an engineering the even if boy and continuing The buyer shall be entitled to present the "(A) primarily for buyer's personal, fami (B) for an engineering the even if boy of the more fully of the even if boy of the minimum regular payments above required. If the minimum regular payments above required to the is not in default under the terms of this content of the is not in default under the terms of this content and will man all other liers and save the seller barmless such liens; that he will pay all taxes hereafter hatter lawfully may be imposed upon said premise insure and keep insured all buildings now or here to and become a part of the debt secured by this the seller for buyer's breach of contract. The seller agrees that at his express and all polic such liens, water rents, taxes, or charges or to and become a part of the debt secured by this the seller for buyer's breach of contract. The seller agrees that at his express and said purchase price is hully paid and upon requerements in fee simple unto the buyer is breach of contract. The seller agrees that a his express and said purchase price is shully paid and upon requerements in fee simple unto the buyer. Is how a sime shull and upon requerements and except the usual printed exceptions and said purchase price is form No. 1308 error steres. No. 1308 error sterem. No. 1307 or similar. **IMPORTA-JT NOTICE: Delete, by lining out, whicheve a creditor, as such word is defined in the Truth-in-law. For Box .323 Chiloquin, OR 97624 Buyer's NAME AND ADDRESS Eddie K. Egner, et ux General Delivery Chiloquin, OR 97624 Buyer's NAME AND ADDRESS Alter recording return to:	Additional limp sum payme from the closing of said lst day of each month he until said purchase priot the the selfer that the treal property describe ine; all deterred balances of said purchase 79	nt of \$1,500.00 to be paid on the transaction. Said \$100.00 payment treafter beginning with the month of peif fully paid. Prepayment without penalty. price shall be interest at the rate of monthly and premises new presences the buildings on suid premises, new or hereafter the buildings on suid premises the transmount thereaf hereafter and the to the buyer as as soon as insured. Now if the buyer's expense, he will or damage by free (with extended coversige) in an any affer any do so and any payment so made shall be added aforesaid, without waver, however, of any right arising to thereafter on or subsequent to the date of this agreement, ments new of record, if any Seller abor agrees that when the saller on or subsequent to the date of the subsection and excumbrances created by the buyer of his assigns. STATE OF OREGON, SS. County of I certify that the within instru- ment was received for record on the day of , 19 at o'clock M., and recorded in boot on page or as file reel number Record of Lands of said county. Witness my hand and seal of

13390

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 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 null and void, (2) to declare the whole unpaid principal balance of said purchase price with equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the sider hereinder shall never to said purchase above described and all other rights acquired by the buyer as against the sider hereinder shall uterly cease and de-seller without any act of re-entry, or any other act of said seller to be proformed and without any right of the buyer of terunder shall never to and reverst in said seller without any act of re-entry, or any other act of said seller to be proformed and without any right of the buyer of terunder shall never to made; and in seller without any act of re-entry, or any other act of said seller to be preformed and without any right of the buyer of terunder shall never to made; and in case of such delault all payments theretofore made on this contract are to be treatened by as if this contract and such payments had never been made; and in case of such delault. And the said seller, in case of such delault, shall have the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all have the right immediately. The immediately is a share the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and apputtenances thereon or thereof belonging.

belonging. The buyer lurther agrees that lailure 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 \$16,000.00 . CHowever, the

sists of an includes other property on while given or promised which in Vite Value consideration - (indicate which). () sists of ap includes other property or value given or promised which is XXXXXX consideration (indicate which). In case suit or action is instituted to forcelose 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 adjudge reasonable as attorney's tees 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 intriter promises to pay such sum as the appellate court shall adjudge reasonable as attorney's level on the appellate court shall adjudge reasonable as the prevailing party's attorney's level on the party is understood that the seller or the buyer may be more than one person or a corporation; that if the contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the leminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereoi apply qually to corporations and to individuals. This agreement shall bind and inure to the benefit of, us the circumstances may require, not only the immediate parties hereto but their respective here, seculors, administrators, personal representatives, successors in interest and assigns as well. IN WAITNEES WHEREOF sold posties have executed this instrument in trinlicate; if either of the undersidered

ecutors, administrators, personal representatives, successors in interest and assigns as well. 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. Eddle Ky Egner Steven Craig Freese Steven Craig Freese Law Chine (Timen fort for Pamela Darlene Freese Rena I. Egner NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030]. STATE OF COUNTY OF SACEAMENTO) 55. STATE OF OREGON, Personally appeared Eddie K. ESner Rena I. Egner who, being a) ss. County of Klamath JUNE 1 ,19 79 and Personally appeared the above parted who, being duly sworn. Steven Craig Freese and Pamela each for himself and not one for the other, did say that the former is the Darlene Freese, by her attorney in fact. and acknowledged the loregoing instrusecretary of their 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 be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: ment to be voluntary act and deed. Botoro me: in all (OFFIC Before me: On CLESSON Notary Public for CALLE SEAL) MULTIC LUNC TONI CHESERON MOTARI PUBLIC - CALIFORNIA ISUNCIPAL OFTICE IN SACRAMENTO COUNTY SHAROM ALLEN NOPPARK Fublic for Prefor OREGON My commission expires My commission expires: My Commissive Expires 10-5-82 SACRAMENTO COUNTY ORS 93.635 (1) All instruments contracting to convey fee tille to any real property, at a time more than 12 works from the formation of the second of the se ties ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) Reservations and restrictions as contained in Deed recorded February 21, 1973 in Vol-3. ume M73, page 1841, Microfilm Records of Klamath County, Oregon. Right of way easement, created by instrument, including the terms and provisions there-4. of. Dated: August 22, 1966 Recorded: August 23, 1966 Volume: M66, page 8505, Microfilm Records of Klamath County, Oregon In favor of: United States of America For: Road knownas Copperfield Draw Road, Project No. 35013 (Affects NaWz of Section 1)

5. Real Estate Contract, including the terms and provisions thereof, Dated: September 17, 1973 Recorded: December 17, 1976

Volume: M76, page 20180, Microfilm Records of Klamath County, Oregon

Vendor: Oreranches, Inc., an Oregon corporation

Vendee: Leroy Verne Hileman and Berda Dorla Hileman, husband and wife, which Buyers herein do not assume and agree to pay, and Sellers further covenant to and with Buyers 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.

Real Estate Contract, including the terms and provisions thereof, 6. Dated: July 29, 1977

Recorded: August 3, 1977

of.

Volume: M77, page 13901, Microfilm Records of Klamath County, Oregon

Vendor: Leroy Verne Hileman and Berda Dorla Hileman, husband and wife

Vendee: Steven Craig Freese and Pamela Darlene Freese, husband andwife, which Buyers

herein assume and agree to pay, and further Buyersagree to hold Sellers harmless therefrom.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

7th day of I hereby certify that the within instrument was received and filed for record on the ... ___A.D., 19__79__at___2:17 __o'clock____P___M., and duly recorded in Vol_ 179 June

on Page 13339 Deeds FEE__________

WM. D, MILNE, County Clerk By Dernethas

Denuty