	CONTRACT	STEVENS-NESS LAW PUBLISHING CO., PORTLAND. OREGON ST
THIS CONTRACT, Made this	CONTRACT-REAL ESTATE	Vol. M79 Page 1383
Daniel Bailey	day of	19.79., betwee
and Jenny D. Sprenkel		, hereinafter called the selle
•••••••••••••••••••••••••••••••••••••••		
agrees to sell unto the buyer and the l	of the mutual covenan	ts and agreements herein contained, the selle the seller all of the failed the selle
agrees to sell unto the buyer and the buyer age and premises situated in <u>Lamath</u>	rees to purchase from	the seller all of the following described land
and premises situated in <u>Kamath</u> Jourship 35 South Range 12 East Will andwest + of the same		, State of Onegon to-wit
Jounship 35 South Range 12 East Will andwest 2 of the east 2 of the south Jounship 35 south, Range 11 east Will southeast 2.	west t.	tion 30, West 2 of southwest 2
Jourship 35 south, Range // east Will southeast to ALL subsurface rights have been used	Lamette Meridian,	Aection 25 month 1 1
All subsurface rights have been rese non-exclusive easement over and acro mining, timbering and agriculture an buyer a 60 foot wide meandering, ion the north of section 30 and the so	mend S. 11	in 23, instructure as t = of the
mining, timbering	As the property	crives a 60 foot wide meandering
buyen a 60 foot wide menndaria	d all other roady	uy purposes and egress and
the north 2 of section 30 and the so	-exclusive roadua	y easement over and across the
the county road	e and all other m	ion 19 for ingress and egress
mining, timbening and agriculture an buyen a 60 foot wide meandening, ion the north $\frac{1}{2}$ of section 30 and the so and mining, timbening and agriculture the county rond, for the sum of fifty six. thousand hereinatter called the purchase price, o' which \$ hereof, the receipt whereof hereby is acknowledged price to the order of the seller at the times and		mundy purposes for access to.
hereof, the receipt internation of which \$	3,000.00	has here been boundary (\$
hereof, the receipt whereof hereby is acknowledge price to the order of the seller at the times and in beginning June 15, 1979. Sellen, upo payment not including the down	d by the seller; the buy	ver agrees to pay the balance of the execution
beginning June 15, 1979. Sellen, un	the amounts as follow	s, to-wit: \$445.65 on mana non mana
acres upon mailed	t will release	ent of \$10,500.00 in principle
beginning June 15, 1979. Seller, upo payment not including the down paymen acres upon waritten request of buyer.		unnancy deed for thirty 30)
The buyer warrants to and covenants with the seller that the ² (A) primarily for buyer's personal, tamily, household or ago (B) DECARCH DECOMPOSED CONCERNENT CONCERNENT DECARCH		
The buyer warrants to and covenants with the seller that the ² (A) primarily for buyer's personal, lamily, household or age (B) box as a selection of the seller that the seller that the All of said purchase price may be paid at any time; all deferred be tent per annum tent 14 floppil 1070	teal property described in an	
(1) account of a said purchase price may be said at	icultural purposes.	s contract is
he minimum regular payments above required. Taxes on said premi 14 April, 1979,	ntil paid, interest to be paid	concurrently and of xxxxxxxxx
The buyer shall be entitled	tes ton the current year shall	be prorated between the parties hereto as of
The buyer shall be entitled to possession of said lands on U e is not in default under the terms of this contract. The buyer age bereon, in good condition and repair and will not suller or permit ther liens and save the seller humless therefrom and reimburse sell hat he will pay all tars hereafter levied against said property, as wimposed upon said premises, all promptly before the same or any	pon recording con	tract and may retain such possession on loss
hereon, in good condition and repair and will not suffer or permit that lies and save the selfer harmfess therefrom and reimburse self hat he will pay all taxes hereafter levied against said property, as w imposed upon said premises, all promptly before the same or any I bunklings now or hereafter existed against said property.	er for all costs and attorney's	the will keep said premises tree from construction and all tes incurred by him in the from construction and all
" buildings now or hereafter erected an arts	and intreor become past due,	that at buyer's and herr which hereafter lawfully man
I policies of insurance to be delivered to the seller, with loss payable	a list by he (with estended	coverage) in an amount
to procure and pay for such insurance, the seller as soon as insure intract and shall bear interest at the rate alorestid, without waiver, The said described premises are now subject to a contract or corded in the Deed®, Mortgage®, Miscellaneous® Records of said count countert/lee/lile/instrument/microfilm No. (relevance)	ny payment so made shall be however, of any right arising	to pay any such liens, costs, water rents, tates, or charges added to and become a part of the debt secured by akes
Records of said count	y in book/real/volume av th	in information within its meaning a trust deed)
and the strument /microfilm No.		- available
and no more, with interest pi	nid to	19 principal balance thereof at this
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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 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 thus contract null and void, (2) to declare the whole unpaid principal balance of and purchase price with the interest thereon at once due and payable, (1) to withdraw said deed and other documents from exclose and/or (1) to toreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in have of the huyer as against the seller kernule shall trevy case and de-termine and the right to the pussession of the premises above described and all other rights acquired by the buyer of return, reclanstill utery case and seller without any act of re-entry, or any other act of said seller to be performed and without ary right of the buyer of the run, reclansting or one-mation for case of such delault all payments theretolore made on this contract are to be retained by and belong to said such as setter as the said seller to the said seller to the retained by and belong to said seller as the agreed and treasonable rest of a such reasonable restore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rest on and case of such delault all payments theretolore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rest of a such desault, and the said seller possession thereof, together with all the improvements and appurtenances thereom or thereof premises up to the time of such default. And the said seller possession thereof, together with all the improvements and appurtenances there or or thereof belonging.

nd. 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 tereunder 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 such provision, or as a waiver of the provision itself. right h

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 56,000.00 . However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).() 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 such as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and it an appeal is tab. In form any such such a discust is understood that the seller or the buyer may be more than one person or a corporation; that it the context so requires. In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that it 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 denerally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply using to corporations and to individuals. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective interest and assues. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation to be signed and and be represented by the corporate party and solution as well. is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers 1 2 . ĥ

duly authorized thereunto by order of its board of directors. Daniel Bailey Sail NOTE-The sentence between the symbols (), if not applicable, should be deleted. Ses ORS 93.030). STATE OF OREGON, (a contract) ss. STATE OF OREGON, County of) ss. , 19. VINE G 3 Personally appeared 2 Loss Personally appeared the above named who, being duly sworn, each for himself and not one for the other, did say that the former is the Sosi Z and acknowledged the foregoing instrupresident and that the latter is the , a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-halt 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: ission 1 22 (OFFICIAL N CONTRACTOR (SEAL) Notary Public for Oregon Carte Contact My commission expires Notary Public for Oregon My commission expires: Secretified and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of d veyed. Sight instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days will be acknowledged, is purchased by the conveyor not later than 15 days will be acknowledged, is purchased by the conveyor not later than 15 days will be acknowledged, is purchased by the conveyor not later than 15 days will be acknowledged, is purchased by the conveyor not later than 15 days will be acknowledged by the conve 03.635 (1) All instruments contracting to convey fee tille to any real property, at a time more than 12 months from the date that the instrument and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-nd thereby. No. ی نے SHERILYN L Notary public Principal o Los angelei Expires į, imission NO. 23 - ACKNOWLEDGMENT NS-NESS LAW PUB. CO., PONTLAND. ORE. STATE OF OREGON,

County of Klamath

. 1979 BE IT REMEMBERED, That on this 12 June day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Daniel Bailoy

known to me to be the identical individual ... described in and who executed the within instrument and executed the same freely and voluntarily. he acknowledged to me that.... IN TESTIMONY WHEREOF, I have hereunto setymy hand and affixed

my official seal the day and fear last above written. Notary Public for Oregon. My Commission expires 2-72-80

My Commission expires 2-7-

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STATE OF OREGON; COUNTY OF	F KLAMATH; 53.
Lat request of Mc	untain Title Co.
Ji2th June June	A. D. 19 at o'clock M., and
170 .	Deeds on Page
	By Sermetha Aptich
Fee \$9.00	

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