	2100	CONTRACT	2522 -REAL ESTATE	The second	1850	
69201				Vol. 16	Yaaa	
THIS C	CONTRACT, Made the Patricia M. Th	is 19th d	ay of	lovember	, 19.76., Б	etween
anđ	Dennis M. Acht wife	en and Anne	S. Achte	n, husband ar	inafter called the rd	•
WITN	VESSETH: That in con	reidenation -t st		, herei	nafter called the	buyer.
seller agrees	VESSETH: That in con to sell unto the buyer s and premises situated		mutuar cove	nants and agreemen	s herein containe	d the
scribed lands	s and premises situated Northwest ½ Sou	in Klamath	Course Course	use from the seller α	all of the following	ng de-
7. East 4 S	Northwest 것 Southwest 것 Southwest 것 Southwest 것 South	uthwest ½ Ea	st ½ Wes	t '2 Northwest	2 Southwes	to-wit:
Southwest h	. all in Soort.		u the La	st 1 West 1 S	outhwest 1/2	, C
Willamette	Meridian Vian		urb 40 2	ourn, Range 8	East of th	e
				Southwest	k heretafer	
Deea Volume	25. BROG 30 2	Becaul	ore part	regrarith desc	ribed in	е О (
Reserving up	nto grantor a 3		NTAWACU	county, Orego	n.	Un.
ALSO RECEDU	of Parcel No. 4 ING an access r	.(said parce	el 4 bein	ig all of abou	side and le described	Uniono
the Northern	ING an access r n boundary line	oad easemen	t beginn:	ing at the in	tersection	of A.S.A
Westerly pro	Derty Itno. +L		TOUT VI	she or way wi	th the most	
distance of	50 feats theme		TA ATON	g the propert	y line a	
istance of	y boundary line 50 feet to the	a distance	of 500	eet; thence	South a	:
the Northern	50 feet to the 1 boundary line	Kailroad R:	ght of 1	lay; thence We	esterly alon	ng
beginning.	-		road Rig	nt of Way to	the point e	5Ē
Subject, how L. Right of	vever, to the f	ollowing:		•		· .
for the sum of	way, created 1 Twenty-Nine T	by instrumen	t, inclu	ding the term	is and	
Chereinafter of	Np/100ths	Constant Seve	ncy Five	and Dolla	rs (\$29,075.0	<u>ر ەر</u>
Dollars (\$.5.)	340.00) is paid on yer agrees to pay the re	the execution here	of (the recei	brousand Thre	eHundredF	orty
seller); the bu	Ver agrees to pay the -	mainday of astal			acknowledged b	y the
Dollars (\$ 2	13.70) each o		M	M. HALALLEN AD	d70/100ths	<u>,</u>
first five	(5) years for whi	ob time theme	Na Ymeit -	witnout penal	ty, after th	ie 7 /
payable on the	19th day of each n g until said purchase p	nonth hereafter be	ginning with	the month of Dec	erber	aid.bala
ang continuing	s until said nurchase -					
all deferred be	lances of sold		and of sala	purchase price may	be paid at any i	time:
all deferred be	lances of sold		and of sala	purchase price may	be paid at any i	time:
all deferred ba November	nlances of said purchase r 19, 1976 un	e price shall bear i til paid interest 4	interest at th	purchase price may e rate of 9% per	be paid at any i cent per annum	time; from
all deferred ba November the minimum r rated between	ulances of said purchase r 19, 1976 un monthly payments abov the parties hereto as of	e price shall bear i til paid, interest for required. Taxes i the date of this co	interest at th be paid on said prem	ses for the current	be paid at any in cent per annum and * {ix xdoition {being includ tax year shall be	time; from \$P led in pro-
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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 ten days of the time limited therefor, or fail to keep any agreement herein contained, then said purchase price with the interest thereon at once due and prizes this contract null and void, or fail to keep any agreement herein contained, then possession of the premises above the bolive of the the optimize the total of the seller herein the contract by suit in equity, and principal belance of or account of the premises above the be preformed and with a double and for the buyer of the work of and extended of account of the premises above to be performed and with a double of the buyer of the tendent by suit in equity, and the right to the of account of the premises above to be performed and with a double of the buyer betweender shall utility case and determine and the right to the of account of the premises therefore to be performed and with a double of the buyer of the tendent of and revert in and the right to the of account of the premises therefore and early as above the perfectly and perfectly as if this contract and such payments had never basis on how the solution for moneys pad enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and espendent, includent, the right is more there the right is into the solution of the prevention of a solution by the solution and the side seller to a side address that to be enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and eppurtenences thereon or there to be formand. reon or thereto belonging. The buyer luther agrees that lailure by the seller at any time to require performance by the buyer of any provision hereol shall in no way affect right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereol be held to be a waiver of any suc-ting breach of any such provision, or as a waiver of the provision lisell.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 29,075.00. Given on the actual consideration of the actual consideration action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer affrees to pay such sum as the appellate court shall adjudge reasonable as a plaintiff's attorney's less on such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's less on such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's less on such

of the trial court, the buyer further promises to pay such sum as the appendix court when appears reacting a pression of the contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singo-lar pronoun shall be taken to mean and include the piral, 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 ite board of directors.

Patricia M. Thomas cherce Dennis M. Achten Dennis M. Achten Anne S. Achten mot m? anten NOTE-The senience between the symbols (), if not applicable, should be deleted. See ORS 93.0301. STATE OF OREGON, STATE OF OREGON, County of. County of Klamath November 19) 2 es., *19* 76 ., 19.....

Personally appealed the above named Patricia. M. Thomas, Dennis M. Achten, and Anne S. Achten 7.0 and acknowledged the loregoing instru-

ment to be their

Belgre met (OFFICIAN / aslene Addinaton

.) 82. Personally appeared each for himself and not one for the other, did say that the former is thewho, being duly sworn,

.....secretary of and that the seal atlixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half 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:

(OFFICIAL Notary Public for Oregon My commision expires 5-21-7 SEAL) My commission expires:

Notary Public for Oregon

provisions thereof:

Section 4 of Chapter 618, Oregon Laws 1975, provides: "(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 exe-and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Instruments, or a memoraidum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are "(2) Violation of subsection (1) of this section is a Class B misdemeanor." cuted Such bound

(DESCRIPTION CONTINUED)

Recorded: October 5, 1907 in Volume 23, page 205 and recorded January 11, 1909 in Volume 25, page 398, Deed Records of Klamath County, Oregon In Favor Of: California Northeastern Railroad Company Construction and maintenance. For: 2. An easement, created by instrument, including the terms and provisions Recorded: December 15, 1937 in Volume 113, page 376, Deed Records of Klamath County, Oregon In Favor Of: The Pacific Telephone and Telegraph Company, a California For: Poles and Anchors Affects: No location disclosed An essement, created by instrument, including the terms and provisions thereof: Dated: May 18, 1951 Recorded: In Volume 247 at page 686, Deed Records of Klamath County, In Favor Of: The California Oregon Power Company, a California corporation For: Transmission and distribution lines - installation of guys and Affects: No location given The interest of Patricia M. Thomas as disclosed by Quitclaim Deed 4.

recorded June 15, 1976 in Volume M-76, page 8852, Microfilm Records of Klamath County, Oregon, Theodore A. Thomas to Patricia M. Thomas. 5. Unrecorded Contract of Sale dated December 27, 1963, wherein Jack N. Martin and Vanelia LaVon Martin, husband and wife, are Sellers, (for continuation of this document see attached Exhibit "A" and

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to James Stanley Head and Dorothy E. Head, husband and wife, as Buyers, and Sellers covenant to and with Buyers herein that the said prior Contract shall be paid in full prior to, or at the time this deprior is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract 6. Unrecorded Contract of Sale dated July 27, 1965, wherein James Stanley Head and Dorothy E. Head, husband and wife, are Sellers, to Nitco Builders, a partnership, as Buyers, and Seller covenants of and with Buyers herein that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said prior to, or at the time this Contract is fully paid and that said prior to, or at the time this contract is fully paid and that baid above described real property will be released from the lien of said Contract upon payment of this Contract. 7 Unrecorded Contract of Cale dated January 20 1060 wherein

Contract upon payment of this Contract. 7. Unrecorded Contract of Sale dated January 29, 1969 wherein Nitco Builders, a partnership, consisting of C. W. Langeberg and T. A. Thomas, Sellers, to Louis Albert Moglich, Jr. and Beverly Ann Moglich, busband and wife, as to an undivided one-half interest, and Allen Wayne one-half interest, as Buyers, and Seller further covenants to an undivided Buyers herein that the said prior Contract shall be paid in full prior described real property will be released from the lien of said Contract 8. Assignment of Contract dated April 16. 1973 wherein Louis Albert

n payment or this contract. Assignment of Contract dated April 16, 1973 wherein Louis Albert o. Assignment of Contract dated April 10, 1975 Wherein Louis Albert Moglich, Jr. and Beverly Ann Moglich, husband and wife, and Allen Wayne Stevens and Beverly Ann Stevens, husband and wife, as Assignors, assigned that internation of Sale dated Stevens and Devering Ann Stevens, nusband and wite, as Assignuis, assignated their interest to T. A. Thomas in that certain Contract of Sale dated Docombar 27 1963 por forth shows, which Vendees' interest in said contract of sale dated interest in said contract for the shows. their interest to T. A. Thomas in that certain Contract of Sale dated December 27, 1963 set forth above, which Vendees' interest in said contract was on July 15, 1965, assigned to Nitco Builders, a partnership; and which Vendee's interest in said contract was then assigned to Assignors was on July 13, 1903, assigned to Nitco Duliders, a partnersulp, and which Vendee's interest in said contract was then assigned to Assignors Which vendee's interest in said contract was then assigned to Assign herein by instrument dated January 29, 1969 set forth above. 9. Unrecorded Contract of Sale dated April 16, 1973, by and between four Albert Monitoh Trand Reverly App Monitoh bushand and wife 9. Unrecorded Contract of Sale dated April 10, 19/3, by and between Louis Albert Moglich, Jr. and Beverly Ann Moglich, husband and wife, and Allen Warne Stavens and Beverly Ann Stavens busband and wife, Louis Albert Moglich, Jr. and Beverly Ann Moglich, husband and wife, and Allen Wayne Stevens and Beverly Ann Stevens, husband and wife, as Sellers, to T. A. Thomas, as Buyer, and Seller covenants to and with Buyers herein 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

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. Contract upon payment of this Contract.

THIS CONTRACT IS BEING RE-RECORDED FOR THE PURPOSE OF CLARIFYING THE DESCRIPTION OF PARCEL 4. ATE OF OREGON; COUNTY OF KLAMATH; 55. , for record at request of <u>MOUNTAIN TITLE CO</u> this 19th day of <u>November</u> 17 tuly recorded in Vol. \underline{N} 76, of . Ridsing delock P M and Dem 作 理理Poge 18506 FEE \$ 9.00 D. MILLE Edunty CI. F OF OREGON STATE OF OREGON; COUNTY OF KLAMATH; 55. INDEXED I hereby certify that the within instrument was received and filed for record on the 19th day of D_ 01 \underline{P} M., and duly recorded in Vol. 179 FEE_\$9.00 WM. D. MILNE, County Alerk By Desmethan Apeloch Deputy