	TRACT, Fade this hth day of October, 19 79	
THIS CON	TRACI, 12de D. Sunday husband and wife,	;
Detween	homas D. and Dorothy R. Edited, hereinafter called the seller,	
b	illiam T. and Marilyn Weatherby, husband and wife,	
		in H
herein conta- to purchase situated in	TH: That in consideration of the mutual covenants and agreements ned; the seller agrees to sell unto the buyer and the buyer agrees rom the seller all of the following described lands and premises Klamath County, State of Oregon	3
to-wit:	SKYLINE VIEW tract, Lot 35 commonly known as 7640 Cannon	

for the sum of Seventy-nine thousand nine hundred seventy-nine dollars (\$79,979@) (hereinafter called the purchase price) on account of which Ten thousand = - - - Dollars (\$10,000.) is paid on the execution hereof (the receipt of which hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit:

Monthly payments of not less than \$547.78 will be due on the first day of each month. This includes: principle and interest \$471.78 tax and insurance fund (currently)

The first monthly payment is due November 1, 1979.

All deferred balances shall bear interest at the rate of 7 3/4 per cent per annum from October 1, 1979 until this contract is fulfilled.

Prior to April 1, 1980 a cash payment will be made and shall be equal to the difference between (a) the balance due on this contract and (b) the sum of the balances due on loans 01-09245 and 91-09245 at Klamath First Federal Savings and Loan. At the time of such payment this contract will terminate. The buyer will assume the aforementioned loans with all rights to the tax and insurance fund and will become owner of the property in deed and mortgage.

Taxes on said premises for the current tax year shall be pro-rated between the buyer and the seller as of Oct. 1, 1979.

The buyer warrents to and covenants with the seller that the real property described in this contract is primarily for buyer's personal, family or household purposes.

The buyer shall be entitled to possession of said lands on October 1 1979, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than XX cost in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered as soon as insured to the escrow agent hereinafter named. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises to the seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, execpting the easements, building and other restrictions now of record, if any, and those in the

and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with the seller

enough around, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliances by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the time provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the cellection charges of said agent shall be paid by the __seller

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 the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose 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 determine and the right to the possession of the premises above described and all other rights acquired by the buyer herounder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys 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 said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon 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 the right hereunder to enforce the same, nor shall any waiver by said soller of any breach of any provision hereof to be a waiver of any succeeding breach of any such pro-

vision, or as a waiver of the provision itself. *Buyers will at the execution of this Contract purchase from the Vendor the reserve account being held at Klamath First Federal and Vendor will execute an Assignment of Loan Reserve Form to be held by Vendor until such time as this Contract is dissolved and the Vendees assume the loan at Klamath First

thexpholexxxxconelicexptayonxidiamxentexahundixx (1) In case a suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit and if an appeal is taken from any judgement or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation, that if the contract so requires, the singular pronoun shall be taken to mean and include the plural, 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. This agreement shall bind and inure to the benefits of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate, if either of the undersignes in 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.

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William T. Weather	by Thomas D. Sunday Dorody R Junday
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"(1) All instruments contracted time more than 12 months from parties are bound, shall be as ment of deeds, by the owner of memorandum thereof, shall be rethe instrument is executed and "(2) Violation of subsection." SELLER'S NAME AND ADDRESS BUYER'S NAME AND ADDRESS After pecording return to the contract of the con	the date that the instrument is executed and the sknowledged, in the manner provided for acknowledged; the title being conveyed. Such instruments, or a recorded by the conveyor not later than 15 days after the parties are bound thereby. (1) of this section is a Class B misdemeanor." STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 4th day of record on the 4th day of and recorded in book M79. For and recorded in book M79 recorder's on page 23601 or as filed use real number 75035 Record of Deeds of said Count witness my hand and seal of County affixed.

NAME, ADDRESS, ZIP

Fee \$10/50