FORM No. 704—CONTRACT—REAL ESTATE—Partial Paym	nents.	STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97:	204
TN 78559	CONTRACT—REAL ESTATE	Vol. mg Puge 29/132	(M)
		December , 19.79, between	en
ORVIS E. ELY and MARTH	A. A. ELY, husband and wil	fe (also known as Martha M. Ely)	
and Ronald S. Craig and Wendy	M. Craig. Dec C. Golden	and Joan R. Golden, Gilbert E.	er,
Prince and Janet L. Pr	ince, Jr.	, hereinafter called the buye	er,
WITNESSETH: That in considered to sell unto the huver and the	deration of the mutual covenant	es and agreements herein contained, the sell the seller all of the following described land	er de
and premises situated inKl.ama	thCounty	r, State of to-wing described fails	it:
The Fasterly 22 feet 1	O inches of Lot 3 and the	e Westerly 15 inches of	
Lot 2, Block 17, ORIGI	NAL TOWN OF THE CITY OF I	KLAMATH FÄLLS, EXCEPT	
	terly 8 feet conveyed to es, by Deed recorded Apri		
	he County of Klamath, Sta		
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Ciutus Fine Theor		D. II. (4 (5 000 00	
		en Thousand and no/100	
	\$.19.,000.00) is paid on a	the execution hereof (the receipt of which	is
hereby acknowledged by the seller), a amounts as follows, to-wit:	and the remainder to be paid to	o the order of the seller at the times and	in
\$6,000.00 due and paya	ble on January 10, 1980,		
		al payments of \$10,000.00 due one (1) year from date	
of closing and a like		date each year thereafter	
until paid in full.			
The buyer warrants to and covenants with to	he seller that the real property described in	this contract is	
		this contract is sectial purposes other than agricultural purposes.	per
The buyer warrants to and covenants with to the state of	ne; all delerred balances of said purchase pr	rice shall bear interest at the rate of ten (10)	per XXX
All of said purchase price may be paid at any time cent per annum from dateof this counter minimum regular payments above required. Tax	ne; all delerred balances of said purchase pr INTTACT until paid, interest to be pai ses on said premises for the current year sh	rice shall bear interest at the rate of ten(10) tion and standition to and standard and standar	per XXXX
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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 10 days of the time limited therefor, or fail to keep any agreement herein contained, then the writer at his the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escow and/or (4) to fore-how the vertice at his equity, and in any of such cases, all rights and interest created or then estating in Lavor of the buyer as against the seller hereunder shall utterfy create the seller hereunder what the seller hereunder shall utterfy create and described and without any right of the powersion of the premises above described and all other rights acquired by the buyer where the seller hereunder shall utterfy create and described and without any right of the buyer of teturn reclamation or compensation of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments that every been made, and in case of such default all payments therefolder made on this contract are to be retained by and belong to said seller as the agire and transmable rent of said the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto ing.

The buyer lutther 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 such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in 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. NOTE—The sentence between the symbols D. if not applicable, should be deleted. Sea ORS 93.030] from P. Surie State In Market State In Secretary Mark December 14 , 19 79 .)ss. Personally appeared the above named ORVIS E. ELY and MARTHA A. ELY County of Klamath) December 2/, 1979. Dee C. Golden-P.O.A. for Personally appeared/the above named GILBERT and acknowledged the foregoing instru-E. PRINCE and JANET L. PRINCE, JR., and ment to be ... acknowledged the foregoing instrument to be their voluntary act and deed, BEFORE ME --m (OFFICIAL SEAL) NOTARY PUBLIC DIECON
NOTARY PUBLIC DIECON
NOTARY PUBLIC DIECON
No Commission Chaptes
My Commission Chaptes Notary Public for Oregon My Commission Expires: ORS 93.636 (1) All instruments contracting to convey fee tith executed and the parties are bound, shall be acknowledged, in the ed. Such instruments, or a memorandum thereof, shall be recort_are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) STATE OF OREGON County of Klamath) personally appeared the above named RONALD S. CRAIG and WENDY W CRAIG, and December 19 acknowledged the foregoing instrument to be their voluntary act and deed, Notary Public for Oregon My Commission Expires: STATE OF OREGON County of Klamath) nber 7, 1979
Personally appeared the above named DEE C. GOLDEN and JOAN R. GOLDEN, and December 2 acknowledged the foregoing instrument to be their boluntary act and deed. ેલ(-Notary Public for Oregon My Commission Expires: STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 24th day of December A.D., 19 79 at 11:48 o'clock A M., and duly recorded in Vol. 379 Deeds ____on Page <u>29432</u> WM. D., MILNE, County Clerk FEE\$7.00 By Derutha Stock