SU.	79073		CONTRACT-	REAL ESTATE	_Vol. <u>//</u>	<u>80</u> Page	319	<u> </u>
	HIS CONTRACT, Mi	de this 2	4th day	of De	ecember"		, <u>19</u> 79., ь	etween
Do	nnie Triplett	ind Unari	ott P. T	riplett	, husba	nd and Wi	r called the	seller.
	larry G. Erkenb	ock and C	orinne B	. Erken	beck, h	usband ar	ıd	
and b	fe,					, hereinaft	er called the	buyer,
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								to-wit:
Lot 20	d lands and premises si 5, Block 4, Sun	Forrest	Estates,	accord	ling to	the officer of K	cial lamath	
plat 1	thereof on file	in the o	ftice oi	[Lne Gu	,uiicy 5-			
Suble	y, Oregon. ct, however, to	the foll	owing:		o torms	and pro	visions	
1. T:	ransmission lin	e easemen	16, 1861	Estelle	e M. Ber	ry, a wi	dow,	
to th	of, given by Es e United States	of Ameri	lca, date	ed Sept	ember 13 7 recor	ds of Kl	amath	6. S
Octob	er 9, 1951, 1n	Deed AOTC	IME 730 1					
Count 2. E	y, Oregon. asement, includ	ing the 1	terms and	d provi	sions th	nereof, g	1ven Dy 972.	
Jack	asement, includ C. Ecoff to Uni ded June 30, 19	ted State	es of Ame olume M7	erica, 2, page	7124, 1)eed Reco	rdsof	이 같은 것이 같은 것이 같은 것이 같이
recor Klama	ded June 30, 1 th County, Oreg	on.				atates da	ted	
3. B	th County, Oreg uilding and Use , 1972, record	Restric	tions fo ber 10.	r Sun F 1972.1	n Volum	e M72 pag	e 10585	• •
May 8	, 1972, record Records of Klat	ath Coun	ty, Oreg	on.		done the	reof dat	ted
Δ. Τ	rust Agreement.	[includ1]	ng the t	erms an	a provi olume M	72 page 1	0587, Ъ	y ,
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for	the sum of Five Th	ousand an	a NO1 100		Thouga	nd and No	/100ths	
Cher	einafter called the purc	hase price), or	account of		and at wel	ich is herehy	ncknowledge	ed by the
selle	r): the buyer agrees to	pay the rema	muer or said	TETV AN	ID NO/10	OTHS		
of t	he seller in monthly parallelseller in monthly parallelseller in monthly parallelseller	yments of not eachor	more. Dr	epaymer	t witho	ut penal	t .y	
				de la Friedrich de la serie	•.•			
						ath of Feb	ruary	1980
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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 is of the essence of this contract, and in case the buyer shall fail to make the payments the interest thereon at once due and payable. (1) to declare the contract multi and void. (2) to declare the whole unpaid principal principal distributions and pay the interest thereon at once due and payable. (3) to withdraw the dotted and other documents from escrow and/or (4) to how closers all purchase price with the without any solution and to the premises above deciment and all other rights acquired by the buyer hereunder whall utterly cease and the right to the postession of the premises above deciment and all other rights acquired by the buyer hereunder whall within 20 days of the to be premise as adain the seller the seller shall utterly cease and the right on the purchase of said property as aboute the rights acquired by the buyer hereunder whall the seller shall utterly cease and and the right of the purchase of said property as aboute the right and prince and such payments therestore made on this contract are all with and princetly as it this contract and such payments therestore made on this contract are all with and prince and such payments therestore made in the sole thereof, together without any right of the buyer of returned and without any right of the advert of and reasonable returned and without any right of the advert day of and presention or compensation for the advert and such payments therestore made; to and there advert day and take immediate possession of the advert of and thereof, together without any right of the advert day and and reasonable returned at order with the advert day and take immediate possession of thereof, together with all the interventers and appurtences thereon or thereof or advert to advert thereof to advert thereof to advert to advert thereof to advert ther belonging. The buyer lurther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way allect 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. DI MARKADES 48.88 1 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00. Ottowever, the actual consideration of The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5, 000.00. CHowever, the actual consideration consi This agreement shall one and indre to the octain of an interest and assigns as well. 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 there and by order of its board of directors. Donis Triplett Charlott P. Triplett \bigcirc Isa ·¥ Corinne est NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF NEVADA, STATE OF OREGON, County of) 55. County of unshoe Alecenter 21, 1979 Personally appeared Personally appeared the above named..... Donnie Triplett and Charlott P. ******who, being duly sworn, each lor himself and not one lor the other, did say that the lormer is the Triplett, husband and wife president and that the latter is the and acknowledged the foregoing instru-theirvoluntary act and deed. secretary of ment to be and that the seal allixed to the loregoing instrument is the corporation, 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: FFICIAL Washoe County fleres My Commission expires Nov. 13, 1981 Markary, Public Ion Ministrada My commission expires 11-13.81 (SEAL) Notary Public for Oregon My commission expires: ORS 93,635 (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 ecuted 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-. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-re bound thereby. veye ties re bound ineredy. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. which First National Bank of Oregon is holding title as trustee, and Sellers further covenant to and with Buyers that the said prior Trust Agreement 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 Trust Agreement upon payment in full of this contract. It is acknowledged by Buyers herein that the property is not connected sewer or septic tank, and the water supplied to said property is by an individual well. Buyers further acknowledge that any expense for sewer, septic tank and well is their responsibility and that Sellers are not responsible therefor. STATE OF ORECONS NETWORK FORM NO. 23 - ACKNOWLEDGMENT STEVENSINESS LAW PUS. CO., PORTLAND. ORE. County of Washington SS. BE IT REMEMBERED, That on this 104 h December before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Harry C. Erkenbeck and Corinne B. Erkenbeck, husband and day of known to me to be the identical individual B described in and who executed the within instrument and acknowledged to the that they executed the same freely and voluntarily. CIN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Dieby & Dieby Vielos & Richolom 314 5 Notary Public for Otors Marshe Only My Commiss expires 0-10-90