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The seller agrees that at his expense and within 30. insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, and and except the unity paid all upon request and upon surrend and other restrictions and casements in the seller on or subsequent to the date of this agreement, and into the buyer, the har and assigns, irre- and clear of the will define the will define the event, if any Seller all encumbrances in the seller on or subsequent to the date of this agreement, and the buyer, the har and assigns, irre- and clear of the will define the will define the event, if any Seller all encumbrances ince said purchase charges so assumed by the buyer and lutter excepting, however, the said easements and restrictions and clear of all encumbrances since said date placed, per-or fait to kep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of the purchase price without any declaration of the buyer define there on the strict terms and at the times above specified and reveal without the interest thereon at once due and mysble and/or (3) to foreclose this contract by suit in enfort method upoid of the other essence of the reveal and reveal to the seller without any declaration of the buyer entries contract by suit in each specifies and the buyer indicate and the buyer of the seller of the seller without any of the other esting in favor of the buyer derived under this contract by suit in each end without any of the other esting in favor of the buyer derived under this contract by suit in the seller without any of the seller of the seller of the seller and the buyer private or a different set of the seller of the seller and of the buyer derived under this contract by suit in experiment and other esting and the seller and the seller set of the seller of the seller of the seller and the seller and the seller set of the seller of the seller and of the seller of reclamation of compensation for money pair of no money many since as associately using more provision hereof as a time spectrum. The buyer further adrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's 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 thereof or as a waiver of the provision itsell. Buyer hereby acknowledges an existing Trust Deed dated the 7th day of December, 1978, Recorded December 8, 1978, in Bol. M-78, Page 27653, Klamath December, 19/8, Recorded December 0, 19/0, 11 Doi: 11/0, 190 2/02, 100 County Microfilm Records, with John A. Succo and Frank A. Succo, as Trustor, William Sisemore, as Trustee, and Klamath First Federal Savings and Loan William Sisemore, as Irustee, and Klamath First Federal Savings and Loan Association and include and and include the provisions hereof apply could be and include the provision sheet of the respective here, and the respective here and indicates in the provisions hereof apply the maximum and the context so requires, the definition of the context so requires, the individuals. This afterement shall bind and include to be been till of the provisions hereof apply could be composed in the maximum and the context so requires, and only the immediate parties hereto, but their respective heirs. IN WITNESS WHEREOF: said parties have executed this instrument in duplicate: if either of the unders, administrators, personal representatives, successors in interest and assigns as well. 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 thereanto by order of its board of directors. - tranha NY WINN NOTE m. applicable, should be OR\$ 93.0301. STATE OF OREGON, STATE OF OREGON, County of Klamath Klamath County of January 18 ..., 19 80 ., 19 80 ìđ Personally appeared the above named KELLY L. ANDERSON, a single man Personally appeared the above named Frank A. Succo, individually and as attorney in fact for John A. 'n. 20 and acknowledged the foregoing instru-...<u>.</u> Succo and acknowledged the foregoing instrument to be his voluntary act and deed. OT P Before me: his voluntary act and deed. n, al ment to be COFFICIAL AMARQUET of d. Before me: (OFFICIAL May Notary Public for Oregon My commission expires 7/23/82 . SEAL) Notary Public for Oregon L 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 is executed 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-veyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 13 days after the instrument is executed and the par-tion of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. 8-23-81 (DESCRIPTION CONTINUED) STATE OF OREGON F AND A MAR AND COLUMN THE TRANSPORTED AND A MARKED AND A M Estimated in the second Personally appeared the above named Frank A. Succo, and acknowledged the foregoing instrument to be his voluntary act and deed. Notary Public for Oregon My Commission Expires: TATE OF OREGON; COUNTY OF KLAMATH; EL his 21st day of \_\_\_\_\_January uly recorded in Vol. <u>M-80</u> of \_\_\_\_\_ \_A. D. 1980 10:37 at \_ o'clock AM., and Deeds on Page1167 WE D. MILNE, County Cler By facqueline SUCCESSION OF THE CONTRACT OF THE SUCCESSION OF Fee \$7.00 1.1 204060 WAR I STULL ST 19284 1.1413