38-20770-6-D vol M&n Parie 1173	
ENDM No. JOG- CONTRACT-REAL ESTATE-Monthly Payments:	<u></u>
THIS CONTRACT, Made this 3rd. day of January 19, between	
hereinafter called the seller, and Jon Louis McComb	
WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of <u>Klamath</u> , State Oregon to wit: A pracel of land situated in Lot 4, Block 6, Tract 1083, CEDAR TRAILS, Section 20,	
Township 40 South, Range 8 East of the willamette Activity, and so so state of Oregon, more particularly described as follows:	
Beginning at a 5/8" iron pin at the Northwest corner of said Lot 4, Block 6; thence North 89° 45' 08" East 345.00 feet along the North line of Lot 4, Block 6 to a 1/2" iron pin at the Northeast corner of Lot 4, Block 6; thence South 00° 02' 50" East 252.59 feet along the East line of Lot 4, Block 6 to a point; thence South 89° 45' 26 West 345.00 feet to a point on the West line of Lot 4, Block 6; thence North 00? 02' 50" West 252.56 feet along the West line of Lot 4, Block 6 to the point of beginn	ning
TOGETHER WITH an undivided 1/3 interest in that well, pump and pumphouse located on Parcel 2, Lot 4, Block 6, Tract 1083, Cedar Trails, along with access to said well, a set forth in Quitclaim Deed recorded September 20, 1979 in Book M-79 at page 22402, Microfilm Records.	as
for the sum of SIXTEEN THOUSAND NINE HUNDRED	• •
each,	
payable on the 15 <sup>th</sup> day of each month hereafter beginning with the month of February, 19.80. and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time all deferred balances of said purchase price shall bear interest at the rate of 11per cent per annum from KKY MAXXXXXXX 1/3/80	n n
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro	<b>)-</b>
The buyer shall be entitled to possession of said lands onClosing	as er ;'s ny e- ill nt
not less than 3	ny led to
The seller agrees that at his expense and within	nt, hen aid ces pal
And it is understood and agreed between suit parties are days of the time limited therefor, or lail to keep any determined interview balance to be required, or any of them, punctually within ten days of the time limited therefor, or lail to keep any determined interview balance are his contract. The limit of the days of the interest-there and them, punctually within ten days of the time limited therefor, or lail to keep any determined interview balance are the seller at his option shall have the following rights: (1) to declare the world of (2) to declare the whole unpaid principal balance and payable and/or (3) to loreclose this contract by suit in equity, and in any of such cas and purchase price with the interest-there on at once due and payable and/or (3) to loreclose this contract by suit in equity, and in any of such cas are discovered by the buyer hereunder shall therely cease and determine and the right to all rights and interest created of the existing in lavor of the buyer as against the seller hereunder shall there? Cease and determine and the right of or one of the exist of the buyer of the buyer hereunder. Shall there clamation or compensation for moreys $p$ possession of the premises above described and all other right and without any fight of the buyer of return, reclamation or compensation for moreys $p$ of a schutchy. It was absolutely, it days and perfectly as if this contract and such payments the exist and in easonable term of so on account of the purchase of said property as absolutely. It ally and perfectly as if this contract and such payments therealter, since the said seller, in case of such default. And the said seller, in case of such default, shall have the right immediately, or at any time therealter, of the land adversaid, without any process of law, and take immediate possession thereof, together with all the improvements and apputternary or the land adversaid, without any process of law, and take immediate possession thereof, together with all the improvements and apputternary o	e of ses, the act oaid case said , to nces
enter upon the table indicates thereon or thereo 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 af The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof be held to be a waiver of any t 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 t 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 the seller of any breach of any provision hereof be held to be a waiver of any the seller of any breach of any provision hereof be held to be a waiver of any the seller of any breach of any provision hereof be held to be a waiver of any the seller of any provision hereof be held to be a waiver of any the seller of any breach of any provision hereof be held to be a seller of any the seller of any provision hereof be hereof be held to be a seller of any the seller of any the seller of any provision hereof be held to be a seller of any the seller of any the seller of any provision hereof be hereof be hereof be a seller of any the seller of any provision hereof be hereof be hereof be a seller of any the se	suc-

his right hereinder to enforce the same, nor shall any waiver by said seller of any brench of any provision hereof be held to be a waiver of any suc-ceeding brench of any such provision, or as a waiver of the provision itself. In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer afteres to pay such sum as the frial court may adjudge reasonable as atformey's less to be allowed plaintiff in said suit or action and it an appeal is taken from any judgment or decree trial court may adjudge reasonable as atformey's less to be allowed plaintiff in said suit or action and it an appeal is taken from any judgment or decree of such trial court may adjudge reasonable as plaintiff is atformey's less on such appeal. In constraining this contract, it is understowd that the seller or the buyer may be more than one person; that if the context so requires, the singu-lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neutry and the 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 hereunto set their hands and seals in duplicate on this, the

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