^т 81204	CONTRACT-REAL ESTATE Vol. M80 Page 3763-
to the second	stday ofFebruary, 19.80, betw
DORIS M. STARNES	St
and	hereinafter called the sel
JOHN H. LEIJA	, hereinafter called the buy
WITNESSETH: That in consideration seller agrees to sell up to the buyer and the	ion of the mutual covenants and agreements herein contained, buyer agrees to purchase from the seller all of the following
scribed lands and premises situated in Kl	Lamath County, State of Oregon , to-w
A parcel of land situated in	n the SE ¹ / ₂ of Section 10, Township 34 South
Range 9 East of the Willamet more particularly described	te Meridian, Klamath County, Oregon, beir
	North-South centerline of said Section 10
from which the South ½ corne	er bears South 00° 13' 18" East 1818.18
feet, thence from said point	t of beginning North 00 ⁰ 13' 18" West alor
iron pin, thence South 52° 4	of said Section 10, 300.00 feet to a 5/8" 41' 41" East 1032.47 feet to a 5/8" iron
pin on the Northwesterly rig	t of way of the Head of the Williamson
way of Head of the Williamso	9" West along said Northwesterly right of on Road 326.07 feet to a point, thence
leaving said Northwesterly r	right of way of Head of the Williamson Roa
North 46° 46' 19" West 854.2	29 feet to the point of beginning.
SUBJECT, however, to the fol	에 바랍니다. 18 1월 2017 - 19 1월 19 19 19 19 19 19 19 19 19 19 19 19 19
	and to any portion of the herein describe
이 이 가 사람이 되는 것 같아요. 한 것같은 것 같아요. 문화가 좋아하는 것	nued on reverse side)
	nd 00/100 Dollars (\$ 7,000.00 account of which One Thousand Four Hundred & (
2 Dollars (\$ 1,400,00) is paid on the ex	ecution hereof (the receipt of which is hereby acknowledged by
seller); the buyer agrees to pay the remained	der of said purchase price (to-wit: \$.5,600.00) to the orders than Eighty and 00/100
	nore
	and and a star of the star of the star
\sim payable on the 1st day of each month	hereafter beginning with the month of March , 19.8
and continuing until said purchase price is	is fully paid. All of said purchase price may be paid at any tir
and continuing until said purchase price is all deferred balances of said purchase price	is fully paid. All of said purchase price may be paid at any tin e shall bear interest at the rate of $\frac{92}{2}$ per cent per annum fr id interest to be paid month by paid * $\int_{1}^{1} n ddition to$
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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 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 forcelose this contract by suit in termine and the right to the possession of the promises above described and all other rights against the seller at buyer bereauder shall revert to and revest in said seller to be performed and without any right of the buyer hereunder shall itervit to and revest in said moneys paid on account of the purchase of said seller to be performed and without any right of the buyer for endre shall revert to and revest in said moneys paid on account of the purchase of said seller, in case of such delault. And the said seller, in case of such delault, shall have the right as the delayer as the delault. And the said seller, in case of such delault, shall have the right as the fared and appreciate, to enter upon formeding. The buyer lurther agrees that failure by the seller at any time to require assonable reverses in any such cases, of saw, and take immediate possession thereol, together with all the improvements and apputences there on or thereal before on the such all any apputences that any time to require performance by the buyer of any provision hereof shall no way affect his before on the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$...7.,000...00. Ettowerer, the actual consideration-on-sists of or includes other property or where given are promised which is particular activity activity of the actual consideration-on-In case suit or action is instituted to foreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and it an appeal is taken from any party's attorney's less 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 it the context so requires, the singular contour shall be taken to mean and include the plury. The terminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereot apply qually to corporations and to individuals. The singular. The security, administrators, personal representatives, successors in interest, and assign as well. IN WITNESS WHEREOF. Said parties have executed this instrument in triplicate: if either of the undersidonal

secutors, 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 thereunto by order of its board of directors. Vorus m

Dorts M. Starnes ohn John H. Leija CALIFORNIA STATE OF ORANGE SS. COUNTY OF_ FEBRUARY 21 ON_ 19 80 before me, the undersigned, a Notary Public in and for said State, personally appeared DORIS M. STARNES known to me, OFFICIAL SEAL to be the person____ whose name_ IS __subscribed to the within Instrument, MARGARET S. REESE NOTARY PUBLIC - CALIFORNIA and acknowledged to me that <u>S_he__</u> executed the same. ORANGE COUNTY WITNESS my hand and official seal. My comm. expires NOV 12, 1982 ran Notary Public in and for said State. ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64 My Commission Expires Aug. 7, 1981 (DESCRIPTION CONTINUED) property lying within the limits of streets, roads or highways.

2. Consent to the granting of a 100 foot road through the SE½ of Section 10, as set forth in instrument recorded July 16, 1957 in Volume 12, page 412, Deed Records of Klamath County, Oregon. 3. Real Estate Contract, including the terms and provisions thereof, dated September 17, 1976, recorded November 3, 1976 in Volume M76, page 17442, Microfilm Records of Klamath County, Oregon, between Stanley D. Straus, Francis C. Ayres and John D. Ashpole, Vendor and George A. Pondella, Jr. Vendee.

Buyer does not assume or agree to pay said contract and seller herein covenants that he will hold buyer harmless therefrom.

4. Real Estate Contract, including the terms and provisions thereof, Dated: May 1, 1977

Volume: M77, page 7595, Microfilm Records of Klamath County, Oregon Vendor: George A. Pondella, Jr. Vendee: David W. Starnes and Doris M. Starnes, husband and wife

Buyer does not assume or agree to pay said contract and seller herein covenants that he will hold buyer harmless therefrom.

TTE OF OREGON; COUNTY OF KLAMATH; 55.

led for record at request of ____ Mountain Title Co

his 27th day of _____ February _A. D. 19_80 at 10:48 oclock ^M., a.

1833

luly recorded in Vol. MBO ..., of . Deeds

- on Page 3763 Wm D. MILNE, County Cleve

By Servethar Fee \$7.00