THIS CONTRACT. Made this 23rd day of January 1980, between James R. DaBaun, Trustee, and/or any Successor Trustee under Written Declaration of Trust cated September 7, 1972-BC 1-10, Big Bear Lake, California 92315 hereinafter called the seller, and Willard I. Klise and Rebecca (NMI) Klise, 5963 Delaware Avenue, 19 80

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the Klamath Falls, Oregon 97601 seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in County, State of County, Sta scribed lands and premises situated in

Lots #17 #18 and #19 Block 20 Second Addition to the City of Klamath Falls

Dollars (\$ 7.900.00

for the sum of Seven Thousand Nine Hundred----has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit:

\$100,00 or more der month including % per annum interest. Interest begins January 23, 1930. Monthly payments of \$100.00 or more are due on the 23rd of each successive month, starting with the payment on March 23, 1980, and continuing for 120 nonths. Seller acknowledges receipt of the payment due on February 23, 1980.

All of said parchase price may be pard at any time; all of the said deferred payments shall bear inper cens per annum from this date until paid, said interest to be paid teing included in and * } and addition to the minimum regular payments above required. Taxes on said tring included in and * } tring included in terest at the rate of -9premises for the current fiscal year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the select that the real property described in this contract is

(A) commands by haver's personal, handly, household or associatival jurgores,

(B) the contract of an advantable personal and the personal personal personal purposes other than agricultural perposes.

(B) the contract of an advantable personal and the personal personal of a personal personal

15. There shall be entitled to passession of said for be on. January 23, 12, 80, and may retain such passession so long 2 and control of the terms be each. The large at one tend of the lengthing on said premises, now of large-deep states and condition and train and will not suffer at one water et stip thereof, that he will keep said premises, now of large-deep states and some tree trains and will not suffer at permit my water et stip thereof, that he will keep said premises tree trains and will not suffer at permit my water et stip thereof, that he will keep said premise them not the said some saids for a costs and afterney's been incured by hom in defending of unit and so costs and afterney's been incured by hom in defending of unit and suffer said water tests, public charles and mirror paid from actio lengthing the said water tests, public charles and mirror paid from the defended in the cost of the said and the said and the cost of the said and the said and the cost of the said and the said and the said and the cost of the said

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**PAPORIANT NOTICE Delate, by liming out whithever phrase and whithever warranty [A] is not applicable, if warranty [A] is applicable and if the seller is a regular, as such ward as defined on the Truth in Lending Act and Regulation Z, the celler MUST comply with the Act and Regulation by making required discharges; but such a perpent, use Stevens-Ness form No. 1706 or some or waress the contract with become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness form No. 1706 or some or waress the contract with become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness form No. 1706 or some or waress the contract with become a first lien to finance the purchase of a dwelling in which event use.

James R. DeBaun EC 1-10 Big Gear Lake, CA 92315 Willard I Killse 5963 Dolaware Ave Klamath Falls, OR 97501 After recording return to: Mountain Title Company 407 Main Klamath Falls, OR 97601 NAME, AUCH 1919 21F

Until a Change is requested all tax statements shall be sent to the following address Willard I and Rebecca Klise

5963 Delaware Ave Klamath Falls, OR 97601 NAME OF SERVICES STATE OF OREGON.

County of I certify that the within instruement was received for record on the . 19 day of

at oclock M., and recorded in book on page or as

file/reel number Record of Deeds of said county.

Witness my hand and seal of County effixed.

> Recording Officer Deputy

Contact south

Time is all the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten 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 vid. (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon once due and payable and of (3) to lorecloss this contract by suit in equity, and in any of such cases all rights and interests created or then eristing in layer of the buyer as against the seller hereined shall utterly case and determine and the right to the possession of the premiser above describing to be performed without any right of the buyer shall revert in said seller without any act of research, or any other act of said seller made on this contract are to he retained by said brings to said seller and never been made; and in account of the purchase of said seller made on this contract are to he retained by said brings to said seller as the agreed and reasonable tent of said permises up to the time of such default, shall once the right immediately, or any time thereafter, to enter upon the land abstraid, without any process of said, and take immediately possession thereof, heighter with all the improvements and apput tenances thereon or thereto belonging.

Mountain Title Company will collect the escrow on this transaction, and is herewith instructed that upon payment of the balance on this contract the executed Warranty Deed held by Mountain Title shall be released to the Buyer. Mountain Title is further instructed to release to the Seller the Buyer's Quitclaim Deed in the event of default

The time and actual consideration paid for this transfer, stated in terms of dollars, is \$ 7,900.00 . (However, the natural consideration consists of at includes other property or value keep or promised which is not of the Consideration (state which).)

Itself-actual method already that followed to the effect at any times of a price perform one by the large of any process on hereof that are consideration, because it was an interest to a wanter the same not of the processor which are not one by the large of any processor hereof that are considered at the any processor hereof the processor will be a some of the processor will be processor will be a some of the processor will be processor. In will processor will be a some of the processor will be processor will be processor. IN WITNESS WHEREOF, said parties have executed this instrument in deplicate; If either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate and affixed hereto

by its officers duly authorized themunto by order of its board of directors. NOTE—The sentence between the symbols - , if not applicable, should be deleted. See ORS 93,0301. STATE OF OREGON. STATE OF OREGON, County of ... County of Clamath Feb. 12. Personally appeared and who, being duly sworn, 1980.... Personally appeared the above named Willard I. each for himself and not one for the other, did say that the former is the Klire sui Rebecca (IMI) Klise president and that the latter is the secretary of and acknowledged the foregoing lastruand that the seal affixed to the foregoing instrument is the corporation of said corporation and that said instrument was signed and sealed in he-half 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: ment to be voluntary act and deed. COFFICIAL Below pro Notary Public for Oregon (OFFICIAL My commission expires April 9, 1981 Notacy Public for Oregon. SEAL My commission expires: STATE OF CALIFORNIA COUNTY OF to linger On 20 Teburard 1980 before me. the undersigned, a Notary Public in and Inspaid County and State, personally appeared FOR NOTARY SEAL OR STAMP to be the person whose name 45 .

within instrument and acknowledged that the executed the

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OFF. (1815)

PINA SKATES AUDRO HOLD - CALBORNA PRINCIPAL OFFICE IN LOS ANGELES COUNTY

My Commission Exhires October 6, 1931 en-Remainementalistica

" REGON; COUNTY OF KLAMATH; 35

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for record at request of Mountain Title Co.

18th ay of Harch ___ A. D. 1980 at 11 6 180 kA.

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Wm, D. MILNE, County arter Statelack

Fee: \$ 7.00