

THIS CONTRACT, Made this 4th day of April, 1980,  
 between ROBERT GARRETT, hereinafter called the seller, and  
TED HARRIS, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein  
 contained, the 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  
Klamath County, State of Oregon, to-wit:

LOT 6, BLOCK 12, IRVINGTON HEIGHTS ADDITION TO THE  
 CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL  
 PLAT THEREOF ON FILE IN THE OFFICE OF THE  
 COUNTY CLERK OF KLAMATH COUNTY, OREGON.

for the sum of TWO THOUSAND Dollars (\$ 2000.00)  
 (hereinafter called the purchase price), on account of which FIVE HUNDRED  
 Dollars (\$ 500.00) is paid on the execution hereof  
 (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay  
 the remainder of said purchase price (to-wit: \$ 1500.00) to the order of the  
 seller in monthly payments of not less than THIRTY  
 Dollars (\$ 30.00) each,

payable on the FIRST day of each month hereafter beginning with the month of  
May, 1980, 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 12 per cent per annum from  
April 14, 1980 until paid, interest to be paid monthly and  
 \*(in-addition-to being included in) the minimum monthly payments above required. Taxes  
 on said premises for the current tax year shall be prorated between the parties hereto  
 as of the date of this contract.

The buyer shall be entitled to possession of said lands on April 14, 1980,  
 and may retain such possession so long as he is not in default under the terms of this  
 contract. The buyer agrees that he will keep said premises free from mechanic's and all  
 other liens and save the seller harmless therefrom and reimburse seller for all costs  
 and attorney's fee incurred by him in defending against any such liens; that he will  
 pay all taxes hereafter levied against said property, as well as all public charges and  
 municipal liens which hereafter lawfully may be imposed upon said premises, all promptly  
 before the same or any part thereof become past due; Now if the buyer shall fail to pay  
 any such liens, costs, taxes, or charges the seller may do so and any payment so made  
 shall be added to and become a part of the debt secured by this contract and shall bear  
 interest at the rate aforesaid, without waiver, however, of any right arising to the  
 seller for buyer's breach of contract.

(continued)

80 APR 4 PM 3 30

Seller agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

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 foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be reformed and without any right of re-entry, or any other act of said seller to be performed and without any act of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto 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 affect 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.

The buyer understands that there is no sewer or water adjacent to this property and there are no streets cut. The buyer further understands that no sewer, water or streets are planned in the near future. The seller is not now or ever will be responsible for any improvements to said property.

Mr. Robert Garrett

635 Mc Kinley

Klamath Falls, OR 97601

seller's name and address

Mr. Ted Howard

buyer's name and address

After recording return to:

Mountain Title Company - Kristi

Name, Address, Zip

Until a change is requested all tax statements shall be sent the the following address  
SAME AS BUYER

Name, Address, Zip

STATE OF OREGON,

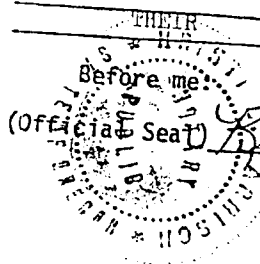
County of Klamath

6348

April 4, 19 80.

Personally appeared the above named ROBERT GARRETT and TED HOWARD

and acknowledged the foregoing instrument to be  
their voluntary act and deed.



Kristi L. Garrison

Notary Public for Oregon  
My commission expires 6/19/83

STATE OF OREGON, County of \_\_\_\_\_ )ss.  
\_\_\_\_\_, 19 \_\_\_\_.

Personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, who, being duly sworn, each for himself and not one for the other, did  
say that the former is the \_\_\_\_\_ president and that the latter is the  
\_\_\_\_\_, secretary of \_\_\_\_\_,  
a corporation, and that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and sealed in behalf 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:

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

(SEAL)

STATE OF OREGON,

County of KLAMATH

I certify that the within instrument was received for record on the  
4th day of April, 19 80, at 3:30 o'clock  
P.M., and recorded in book M80 on page 6346 or as file/reel  
number 82792, Record of Deeds of said county.  
Witness my hand and seal of County affixed.

Fee: \$ 14.00

Wm. D. Milne

Recording Officer

By Berntha Hellock Deputy

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation: that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply qually to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administators, 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.

Dea Loward  
BUYERS

Bob Jamett  
SELLERS