

THIS CONTRACT, Made the 2nd day of July, 1980, between
JOHN W. PATTON + EARLA M. PATTON

of the County of KLAMATH and State of OREGON, hereinafter called
 the ~~first party, and~~ SELLER AND THOMAS H. DOUGAN +
SUSAN E. DOUGAN of the County
 of KLAMATH and State of OREGON, hereinafter called the ~~second party,~~

purposes WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
 ing described real estate, situate in the County of KLAMATH, State of OREGON, to-wit:
lot 10, Block 53, Klamath Falls Second Hot Springs Addition.
otherwise known as 1737 Menlo Way, Klamath Falls,
OREGON 97601.

for the sum of Twenty-nine thousand, nine hundred + no/100 Dollars (\$29,900.00)
 on account of which Three thousand five hundred + no/100 Dollars (\$3,500.00)
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
 mainder to be paid to the order of the first party with interest at the rate of 9 3/4 per cent per annum from
July 2, 1980, on the dates and in amounts as follows: \$265.44 each mo.

OR MORE, prepayment without penalty, payable on the
25th of each month, hereafter beginning with the month
 of July, 1980 + continuing until balance of \$26,400.00
 is fully paid. Payments to be mailed to Route 5 Box
1054 Klamath Falls, Oregon 97601, and made out to
John W. or Earla M. Patton. Payment book to be presented
 to purchaser on closing.

ISSUED

*OR WITHIN 30 DAYS OF A FOREMENTIONED DUE DATE,

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes,
 (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration
 of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon
 said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on
 said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$26,000.00
 in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first
 party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed
 thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that at his expense and within 30 days from the date hereof, he will furnish unto second party a title
 insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to
 the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any.
 First party also 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 second party, 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 first party, excepting, however,
 the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further ex-
 cepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the
 times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared
 to be of the essence of this agreement, then the first party 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 and/or (3) to foreclose this contract
 by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this
 agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfei-
 ture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or com-
 pensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$29,900.00 @However, the actual consideration
 consists of or includes other property or value given or promised which is part of the consideration (indicate which).@

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such
 sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any
 judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's at-
 torney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof
 shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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 itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; 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 equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
 dersigned 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.

John W. Patton
Earla M. Patton

Thomas H. Dougan
Susan E. Dougan

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
 If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and
 Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose,
 use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a
 dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the sym-
 bols @, if not applicable, should be
 deleted; use Oregon Revised Statutes,
 Section 93.030. (Notarial acknowl-
 edgment on reverse).

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

[illegible]

12263

CONTRACT

(FORM No. 147)

STEVENS-NESS LAW PUB. CO.; PORTLAND, ORE.

BETWEEN
JOHN W. EARLAM. PATTON
ROUTE 5 BOX 1054
Address KLAMATH FALLS, OR.

THOMAS H. & SUSAN E. DOUGAN
AND
1107 EARLY ON
ADDRESS ME FOR R.D.

Dated 19
Lot 10 Block 53
Addition 2nd Hot Spgs. Addition

STATE OF OREGON

County of Klanath
I certify that the within-instrument was received for record on the 2nd day of July, 1980, at 3:10 o'clock P. M., and recorded in book M80 on page 2262, or as filing fee number 86393, Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk Title.

By Semetha W. Kelsch Deputy.

Fee \$7.00 AFTER RECORDING RETURN TO

Transamerica Title
600 Main St. K. Falls, OR

Attent: Kulic

Send Tax Statements to:

Mr. & Mrs. Thomas H. Dorgan

1737 Menlo Way

F. Falls, OK: 9/16/01

STATE OF OREGON,

County of Klamath

July 2, 1980

July 2, 1980
 Personally appeared the above named John W. Patton, Earla M. Patton, Thomas H. Dougan & Susan E. Dougan

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of _____) ss.

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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

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)