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	THIS CONTI	RACT, Made this	The state of the s		•	, between
						the seller
and		Dale R. Durc	iel and Sharor	L. Durdel	, hereinafter called	me sener,
·	<u></u>				, hereinafter called	
	WITNESSE	TH: That in considerati	on of the mutual	covenants and	agreements herein con	tained, the
scri	er agrees to sell bed lands and r	unto the buyer and the	Klamath	purchase from t County, State o	he seller all of the fol of Onegon	llowing de- to-wit:

A tract of land situated in the Southeast one-quarter of Section 3, T.35 S., R.11 E., of the W.M., in the County of Klamath and State of Oregon described as follows:

Beginning at a point on the Northerly line of the Southwest one-quarter of the Southeast one-quarter of said Section which is South 88050'56" East a distance of 660.35 feet from the Northwest corner thereof; thence South 0°46'36" West a distance of 1325.54 feet to a point on the Southerly line of the Southwest one-quarter of the Southeast one-quarter of said Section 3 which is South 88°48'43" East a distance of 659.84 feet from the Southwest corner thereof; thence South 88°48'43" East along the Southerly line of said Section 3, a distance of 1812.19 feet to an intersection with the centerline of an existing Indian Service Road; thence North 23°55'06" West along the centerline of said road a distance of 1464.66 feet to an intersection with the Northerly line of the Southeast one-quarter of the Southeast one-quarter of said Section 3; thence North 88 50 56 West along the Northerly line of the south one-half of Southeast one-quarter of Section 3, a distance of 1200.26 feet to the point of beginning.

Subject to the rights of the public in that portion of the above described tract of land lying within the boundaries of public roads.

payments above required. Lazes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

buyer watrants to and covenants with the seller that the real property described in this contract is) primarily for buyer's personal, family, household or agricultural purposes,

The buyer shall be entitled to possession of said lands on June 1 ..., 19.80., and may retain such possession so long as he is elault under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erect sood condition and repair and will not sulfer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all of and save the seller harmless thereform and reimburse seller for all costs and attorney's less incured by him in defending against any such line will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter levied he imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not

than \$ None in a company or companies satisfactory to the seller, with loss payable lirst to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered as soon as insured to the excrow agent hereinalter named. Now it the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do 22 and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear insurance, the seller may do 22 and waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, tree and clear of incumbrances as of the date hereof, excepting

the easements, building and other restrictions now of record, if any, and ... See the title report on other

encumbrancesand has placed said deed, together with an executed copy of this contract

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 adversment herein contamed, 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 excrow 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 right acquired by the buyer hereunder shall revert to and revest in said seller without any right 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 therefolore 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 to a said refler of any provision hereof be held to be a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in tetms of dollars, is \$12,000.00.

In case suit is instituted to loreclose this contract or to enforce any provision hereol, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's less to be allowed plaintill in said suit and if an appeal is taken from any judgment or decree of such treat court, the buyer lutther promises to pay such sum as the appellate court shall adjudge reasonable as plaintill adjudge reasonable as decreasonable as decreasonable

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 and Wann M. Basinger singer Oil Ring Dale R.

Sharon 1,0

eIMPORTANT NOTICE: Delete, by lings 9th, whichever phrase and whichever warrenty [A] or [B] is not applicable. If warranty [A] is applicable and if the strike is a creditor, in luch word is defined in the Truth-in-tending Act and Regulation 2, the seller MUST comply—ith the Act and REgulation by making sequent distinuous; for this purpose, was Extendibles 1500 and 1500

Durdel

Dirdel the ventonce between the symbols in it not applicable, should be deleted, see Oregon Revised Stoutes, Section 20030. (Notarial acknowledgement on reverse).

131-3

for the sum of TWELVE THOUSAND AND NO/100 - - - - -(hereinafter called the purchase price) on account of which NONE Dollars (\$ -0-) is paid on the execution hereof (the receipt of which Dollars (\$ 12,000.00 hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, Land Sales Contract payable at not less than \$75.00 per month including principal and interest at 71% per annum. Purchaser to pay taxes when due. Payoff to be within 10 years of closing date. Seller agrees that survey will be completed and recorded by October, 1980, with boundaries clearly marked. Access roads to parcel to be completed by October, 1981. In event these conditions are not met, purchaser has right to have conditions met and cost deducted from contract price. All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 71% per date. until paid, interest to be paid ... MONTHLY and a MERICAGE the minimum and a mental to the minimum and a mental to the current tax year shall, be provated between the parties hereto as of this date. ular payments above required. Taxes on said premises for the current tax year shall, be prorated between the parties heret The buyer warrants to and covenants with the seller that the teal property described in this contract is (A) primarily for buyer's personal, lamily, household or agricultural purposes. NOTICE.

To support the standard of the support of the standard premises against loss or damage by lire (with estended coverage) in an amount not less of models and the standard premises against loss or damage by lire (with estended coverage) in an amount not less of respective interests may appear and all policies of insurance to be delivered as soon as insured to the escrow agent here inalter named. Now the standard part of the standard part of the standard part of the standard part of such insurance, the seller may do so and showever, of any right arising to the seller or buyer's breached secured by this contract and shall bear interest at the rate alorestic without measuring the buyer at title insurance policy insuring marketable title in and to said premises in the seller; seller's title contemporanceously herewith, the seller has executed a good and sulficient deed (the form of which hereby is approved by the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the standard property of the standard property. the easements, building and other restrictions now of record, if any, and ... see the title report on other And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall be it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall be it to make the said parties that it is understood and agreed between said parties that is understood and agreed between said parties that is understood and agreed between said parties that is understood and that the parties that is understood and agreement have not to declare this contract until all void. (2) to declare the whole unpaid principal ball said on the contract of the interest therein and some due and payable, (3) to withdraw and void. (2) to declare the whole unpaid principal ball said the seller hereunder shy said in equity, and in any of such eases, all rights and interest deed and other documents from equity and in equity, and in any of such eases, all rights and interest and ease and determine and such eases, all rights and interest and of the easier of the ease and determine and such eases, all rights and interest of the existing in layor of chow and for any experience of them existing in layor of chow and for without any right of the buyers are the ease and determine and such eases, all rights and interest of ease of them existing in layor of chow and for without any right of the buyers are the ease of ease and ease 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

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CONTRACT FORM No. 1841 STEWER SCHOOL ONE BETWEEN Address AND	Address Dated Lot Addition Block	County of Klamath I certify that the within instrument was received for record on the 11thbay of 3uly, 19.80, at 10:58 oclock A.M., and recorded in book 330, on page 12827 or as filing fee number 36769, Record of Deeds of said County. Witness my hand and seal of County affixed. Wm. D. 341ne County affixed. Wm. D. 341ne County Cherk.

County of Multnomah)ss.	
5/19 19 80	
Personally appeared the above named	
Dale R. Durdel and Sharon L.	Durdel
ment to be their voluntary act as	instru-
Bafoce mo:	
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A Company of the Control of the Cont	1/
(SEAL) Stillen from &	Leile
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County of June 1	Multnomah }	**************************************
Personally epi	peared the above named M. Basinger	• • • • • • • • • • • • • • • • • • •
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ment to bo	d acknowledged the lorego his voluntary act	and deed.
COFFICIAL SEALS	atricia Aze	u Heide
A STATE OF THE STA	or Public for Oregon conicussion expires: 11/	'30/81