" 91439			PUBLISHING CO., PORTLAND, OR. 9720
	CONTRACT-REAL ESTATE	Vol. 1780	Page 20320
THIS CONTRACT, Made this 1st JOSEPH G. KIRCHER	day of	October	, 19 80, between
and LEE E. CARLSON		, here	inafter called the seller,
WITNESSETH: That in consideration seller agrees to sell unto the buyer and the buy scribed lands and premises situated in Klam All of Lot 35 South of The Sc	la un	the sener	all of the following de-
All of Lot 35 South of The So T35S, R7 E.W.M.	outh Chiloquin	n State of Highw	ay, Section 4,
A parcel of land situated in T35S, R7 E.W.M. more particul	_		
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• (A partial release will be given that the present unpaid balance or multiples of acres the Cost of deed release, survey a release will be paid by vendeed	ven by vendor ce is reduced nes \$1,000.00 and any other e.)	for , vendor will expenses ent	each \$1,000.00 release one ailed in the
for the sum of hirty-three thousand (hereinafter called the purchase price), on accound the purchase price), on accound the purchase price of the purchase price price price of the purchase price of the purchase price	Seven hundred	+	
seller): the huver across to	n hereof (the receip	of which is hereby	sevency eight
		d fifteen & 8	5/100ths
			ndon of
payable on the ISU down to a			
and continuing until said purchase price is full.		le month of NOVE	mber $1080$
all deferred to t	paid. All of said n	urchose ·	, 19900, 1990, 1990, 19900, 19900, 19900, 19900, 19900, 19900, 19900, 199
- deterred Dalances of said purchase anise of the	P	an one price may I	be paid at any time;
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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 foreclose this contract. Jy suit in equity, and in any of such the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revers in said equity, and in any of such the possession of the premises above described and all other rights on the poster shall revert to and revers in said etermine and the right to the provent said seller to be performed and without any right of the buyer hereunder shall never to made; and seller without any act of the purchase of said property as absolutely, tuly and perfectly as if this contract and such payments therefore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said case of such default all payments therefore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said case of such default and payments therefore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said seller, in each default all payments therefore made can be such default, shall have the right improvements and any act of such default. And the said seller, in case of such default, shall have the right improvements and appurtenances thereon or thereot the land aloresaid, without any process of law, and take immediate possession thereot, together with all the improvements and appurtenances thereon or thereot th

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The true and actual consideration paid for this transfer, stated in terms of dollars, is \$33,720.00 (However, the actual consideration con-

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.D.9.1.4.0.0.00 (However, the actual consideration con-sists of the mades when properly of luture given or promined which is the one doctation (indexts) when you In case suit or action is instituted to forcelose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such in case suit or action is instituted to forcelose this contract or to enforce any provision hereof, the losing party in said suit or action and if an appeal is taken from any sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party lutther promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's lees in 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 if the context so requires, 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, In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that any all grammatical changes shall be made, assumed and implied to make the provisions hereol apply qually to corporations and to individuals. The immediate parties hereto but their respective This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective The is agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective This agreement shall bind and inure to the benefit of, as the circumstances may require not only the immediate parties hereto but their respective The work as a such appeal.

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 herety by its officers

duly authorized thereunto by order of its board of directors.

ec & Carloon NOTE-The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF OREGON, County of ......) ss. STATE OF OREGON, ....., 19...... ) 55. County of Klamath Personally appeared ..... , <sub>19</sub>80 October 10 who, being duly sworn, Personally appeared the above named each for himself and not one for the other, did say that the former is the president and that the latter is the Lee E. Carlson secretary of ...... and acknowledged the foregoing instru-their to be voluntary act and deed. and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in bement to be 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: . COFFICIAL BONNIE M. Kurcher Before me: (SEAL) SEAL) Notary Public for Oregon Notary Public for Oregon My commission expires 11.5.82 My commission expires: ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument victured and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be convictured and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be convictured and the parties are bound thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the partice are bound thereof. 9

(DESCRIPTION CONTINUED)

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

## EXHIBIT "A"

are bound thereby.

Commencing at the Northwest corner of said Government Lot 2 (said point also being the North one-quarter corner of said Section 9), thence South also being the North one-quarter corner of said Section 9), thence South 00° 00" 30' West along the the West line of said Government Lot 2, 311.14 feet, to the true point of beginning of this description, thence from said point of beginning North 89° 38" 24' East 280.05 feet, thence South 638.03 feet, thence East 502.11 feet, to a point on the Westerly right of way line US Highway #97, thence South 04° 02" 34' West along the Westerly right of way of said US Highway 97 1020.29 feet, to a point on the South line of said Government Lot 10, thence North 89° 59" 02' West along the South line of said Government Lot 10, 710.46 feet, to the Southwest corner of said Government Lot 10, thence North 00° 00" 30' East along the West lines of Government Lot 10, Lot 7 and Lot 2, 1653.82 feet to the true point of beginning, containing 21.5 acres more or less. 20322