REMORATER	439	STEVENS NESS LAW PUBLISHING CO., PORTLAND, OR. ST
I AND HS COI	VTRACT, Made this	CONTRACT_REAL ESTATE VOI. MS Page 10085
an the grant of	H. Kepner and	
and Paul	Barker and And	selma Barker, husband and wife
		sering Barker, husband and wife
aprees to soll unit	in consider	ration of the mutual come is a second provide the burger
and premises situa	the buyer and the bu	ration of the mutual covenants and agreements hereinafter called the buye over agrees to purchase from the seller all of the following described land athCounty, State ofOregon, to-win
		a Un
		, to-wi
	Beginning at	the most South
	of NICHOLS AD	the most Southerly corner of Lot 4 in Block 62 DDITION TO THE CITY OF KLAMATH FALLS, OREGON; vesterly along the Easterly line of Nickland
	35 feet; then	the constant of the sector of
	80 feet to th	the Northeasterly at right angles to Ninth Street the Southeasterly and parallel with Ninth Street the Northerly line of Lincoln Street, the street
	JJ reet to the	e place of beginning.
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		and the second
for the sum -!	Seventa	
(hereinafter called 4	be wenteen thous	sand five hundred
	on a parenase price) on a	account of which two thousand Dollars (\$ 17,500.
hereby acknowledged	l by the seller), and the	account of which two thousand five hundred 500. is paid on the execution hereof (the receipt of which is he remainder to be paid to the order of the seller at the times and in
amounts as follows, t	o-wit:	remainder to be paid to the order of the seller at the times and
The		
not less	than \$179.27	0.00 is payable in monthly installments of the principal balance to been interesting
the rate	of 10% until n	00.00 is payable in monthly installments of the principal balance to bear interest at aid in full, with the entire balance due ears from the date of this solution
and payab	le within 12 y	aid in full, with the entire balance due ears from the date of this sale.
herein des	nt of a sale or	ears from the date of this sale. assignment of the Vendees' interest in the the entire remaining balance of the
and payab	ie or the contrac	assignment of the Vendees' interest in the the entire remaining balance shall be due t termsre-negotiated.
The buyer warrants to	and covenants with the seller	that the
(B) for huy	er a personal, familie tant	that the real property describes the
(B) for an organization (B) for an organization Il of said purchase price may	on or (even if buyer is a natur	and the real property described in this contract is or agricultural purposes. ral person) is for business or commercial purposes
(B) for an organization (B) for an organization of said purchase price may ant per annum from	te s personal, family, household on or (even il buyer is a natur y be paid at any time; all dei ne3., 1981	that the real property described in this contract is for agricultural purposes, ral person) is for business or commercial purposes other than agricultural purposes, lerred balances of said purchase price shall bear interest of the medical 10
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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 contract have the following rights: (4) = 0 declare the bid void, (2) = 0 declare the whole and principal balance of said purchase prive with a contract by south in the interest thereon of such cases, all rights and interest created days of then excited and other down and for (4) to fourder shall utterly case in said elevation of the interest thereon of such cases, all rights and interest created are the whole any rights and and reverse to and revest in an interest created days of the excited and all other rights acquired by the buyer of return, reclamation or compenses and in the selfer to be performed and without any rights and have the assonable rene was all as the buyer and such payments and never been made; and is selfer without any case to the to the possession of said selfevolutely, tally and perfectly as if this contract, and belong the immediate by the assonable renew of the assonable renew or the result and belong the immediate payments and payments thereafter, to enter our on the reliand by and belong the immediate payments, and appurtenances there made all selfer in the said selfer in the said selfer to be relianed by all blong the immediate payments and payments thereafter, to enter our on the cose of such default. All the said selfer is the reader of the said selfer to be relianed by reliand by immediately, or all appurents and appurtenances the assonable renew or there and belong the immediate payments and appurtenances the said selfer is the relianed by and belong the immediately. The assonable rene or under the right immediately of all approperty as about the relianed by and belong the immediately. The assonable rene or under the assonable rene or under the right immediately. The a case of such detault. In of such detault. And the said seller, in case of such detault, such as with all the improvements and appurtenances mercon of unreal premises up to the time of such detault. And the said seller, in case of such detault, such as with all the improvements and appurtenances mercon of unreal the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereof is all the belonging. The buyer turther agrees that tailure by the seller at any time to require performance by the buyer of any provision hereof is any succeeding breach is the thereunder 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 itsell.

13 A.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$...17.5.500....@However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).@ In case suit or action is instituted to loreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such as the trial court may adjudge reasonable as attorney's tees to be allowed the prevailing party in said suit or action, that if the context so requires, and that generally all grammatical changes in constructions and the neutron and the neutron and the neutron and the resonable as the prevailing party is the 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 plured apply quality to corporations and to individuals. This agreement shall be taken to make the provisions the circumstance assigns as well. This agreement shall be taken to make the provisions in interest and assigns as well. This agreement shall be taken to the benefit of; as the circumstance 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 is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers

is a corporation, it has caused its corporate name to be signed and its corporate seal attix duly authorized thereunto by order of its board of directors. Barbia A. Saro Faul Barker Fred H. Mepnerl Lucile 7. Kepnerl. INCLILE F. Kepner NOTE-The sentence between the symbols (), it not opplicable, should be deleted. See ORS 93.030)., 19...... Personally appeared STATE OF OREGON,who, being duly sworn, les. County of Klamath }ss June 3 , 19 81 each for himself and not one for the other, did say that the former is the president and that the latter is the and that the seal attixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-halt 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: secretary of (OFFICIAL UC AL SEAL) So Contracting to convey fer (OFFICIAL UC AL Notary Public for Oregon 8-23-8/ My commission expires 8-23-8/ ()F CI Notary Public for Oregon 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 sould and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the conveyor of the title to be conveyor and the parties are bound thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties. Such firstruments; or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties. ORS 93.990(3) Violation of ORS 93.636 is punishable, upon conviction, by a fine of not more than \$100. STATE OF OREGCN; COUNTY OF KLAMATH; SS. this <u>5th</u> day of <u>June</u> A.D. 19<u>81</u> at <u>11:50</u> clock AM, 3:: 4 Filed for record at request of _____ on Page _10085 duly recorded in Vol. <u>M81</u>, of <u>Deeds</u> EVELYN BIEHN, County Clerk Fee \$7.00 $\begin{array}{l} b_{1} &= b_{1} \left(e_{1} f_{1} \cos \phi \right) \left(f_{0} e_{1} \cos \phi \right) \left(e_{1} e_{2} \cos \phi \right)$