- (a) Declare the entire balance of the purchase price and interest immediately due and payable;
 - (b) Foreclose this contract by suit in equity;
 - (c) Specifically enforce the terms of this contract by suit in equity;
- (d) Declare this contract null and void as of the date of the breach and retain as liquidated damages the amount of the payments previously made hereunder. In such event, all of the right, title and interest of PURCHASER to the property shall revert and be vested in SELLER without any act of reentry or without any other act by SELLER to be performed, and PURCHASER agrees to peaceably surrender the property to the SELLER. Should PURCHASER fail to so surrender the property, SELLER may, at his option, treat PURCHASER as a tenant holding over unlawfully after the expiration of a lease and PURCHASER may be ousted and removed as such.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

REPRESENTATIONS AND CONDITION OF PROPERTY PURCHASER accepts the land, buildings, improvements and all other aspects of the property in their present condition, as is, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by SELLER. PURCHASER agrees that he has ascertained, from sources other than SELLER, the applicable zoning, building, housing and other regulatory ordinances and laws and that he has purchased the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and SELLER has made no representations with respect thereto.

be effective when act	19381 Ty notice under this contract shall be in writing and shall Evally delivered or when deposited:
the adi	drosses the mass
	esignate by written notice to the other. After ny notice to Purchaser should be to the following address:

MAIVER Failure by Seller at any time to require performance of any provision of this contract shall not limit the right of SELLER to enforce the provision, nor shall any wiaver by SELLER of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself

COSTS AND ATTORNEYS FEES In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys fees at trial or on appeal of such suit or action, in addition to all other sums provided by law;

SUCCESSOR INTERESTS This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns;

NUMBER, GENDER AND CAPTIONS As used herein, the singular shall include the plural, and the plural, the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be executed in duplicate as of the day and year first above written.

BUYER:

SELLER:

KLAMATH COUNTY OREGON

Hell Kussen Commissioner Hayd L. Mynne Commissioner Wind a. Cherge Commissioner

DE IT REMEMBERED THAT on this
1981, before me, the understand
Chairman of the Board, and Floyd L. II.
Chairman of the Board, and Floyd L. Wynne and Alvin A. Cheyne the County Commissioners, respectively, to me personally known, who being duly sworn, did say that he, the said Nell Kuonen
qualified and acting Chairman of the
are the duly elected, qualified and action L. Wynne and Alvin A. Cheyne
county and State; and that the seal acc.
County and State; and said Chairman and
instrument to be the free act and deed of said Count
IN WITHESS WHEREOF .

IN WITHESS MHEREOF, I have hereunto set my hand and seal the day and year first in this, my certificate, written.

Party (C

MUTARY PUBLIC FOR OREGOND

My Commission expires: September 23, 1984

				19384
State of Call				
County of	La frageles	ss.		
On this Lyday of (Ochbu			
	PETER BE	-, 1981, before	me personally ap	Peared
known to me to be the				
instrument and acknowledge	ersonwhose	name is/		
known to me to be the print instrument and acknowle herein contained. In Witness Whereas	dged that he/ she/	they executed so	bscribed to the	vithin
In Witness Whereof, I he	reunto		the purpo	ses
	set my han	dand official s	eal	
OFFICIAL SEAL ELVIRA ROSE	Nota	Public for t	5	
LOS ANGELES COUNTY My comm. expires MAR 9, 1984	My c	Ommission expire	s:	-
		3-9-84		
				~
TAT	F OREGON; COUNT for record at request a	Y OF KI ASSATE		
iis_6	for record at request of the day of November	f Klamath Co.		
duly red	th_day of November corded in Vol. M81	A. D. 1981 at 5	2:42 o'clock A A gn	c!
	No Fee		on Page 19377. BIEHN, Gounty Clerk	
Commissioner Journal			Whatech "	

Return to: Commissioner Journal