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P-1-1-1-22 And, it is understood and agreed between said parties that time is of the essence of this contract, and in case the **Current Series**. It is option shall have the following rights: (1) and the said parties that time is of the essence of this contract, and in case the **Current Series**. It is option shall have the following rights: (1) to days of the time limited therefor, or tail to keep any agreement herein contained, then purchased between said garding and other discurrents in the whole unpaid principal balance of said the payments the interest thereon at once due and paybells. (2) to deve described and other discurrents in the soler at his contract price with and yoil to the possession of the premises and any observe described and all other rights acquired as against the seller hereunder shall usery cases and deve at said or said seller to be performed and without any right of the buyer of stall purchase of said price with a said on account of the purchase of said seller to be performed and without any right of the buyer of stall and resonable this contract are to be relained by an it that such payments had resonable to and revest in said predictive the sale of account of the purchase of asid price of the contract are to be relained by an it that such payments had never the many and the disturbance of asid prices and all other rights acquire there of the such payments had never the same and as the issue of the contract are to be relained by and therefore, the sale resonable on account of the purchase of the contract are to be relained by and therefore to such address without any process of law, and take immediate possession the test of the same base of the contract at the to require performed and bayer to any threat and apputenanes had never the same address without any process of law, and take immediate possession thered. (of the time of such delault, that the same base thereater, to ensertion, therefore, therefore, therefore, therefore, therefore, therefore address therefore of theree to be reformed and with #= (<u>a 1 - - - - -</u> 961 premises up to the time of such default. And the anterimediate possession thereof, together with all the improvements and apportunities the lend alorsaid, without any process of law, and take immediate possession thereof, together with all the improvements and apportunities the 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 no way allect his right hereunder 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 itself. Buyers specifically agree to pay the full contract balance on or before February 22, 1985. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$35,000.00 - THOMESET. The second consideration consister of a consideration of multiple of the second consideration consister to a solid of the consister of a consideration of multiple of the second consideration of the second consecond consideration of the second consthe second constant conside The case suit or action is instituted to foreclose this contract or to enforce any provision bereof, the losing party in said suit or action adrees to pay such arm, as the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party, in said suit or action adrees to pay such judgment or decree of such adjudge reasonable as attorney's less to be allowed the prevailing party, in said suit or action and id an appeal is judgment or decree of such adjudge reasonable as attorney's less to be allowed the prevailing party, in said suit or action and id an appeal is taken from any judgment or decree of 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, the singular pronoun shall be taken to mean and include the prival, the masculine; the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. This agreement shall, bind and inure to the benefit of, as the since is the circumstances may require, not, only the immediate parties hereto but their respective in WITNESS WHEREOF each parties have avacuated the traction as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; it either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its ofsigned is a corporation it has caused its corporate name to be signed and its corporate sear and ficers duly authorized thereunto by order of its board of directors. NOTE January 20, 19 82) 55 -- lads cort Personally appeared Ralph, E. Vaden, Hattle B. Vaden, each for himself and not one for the other, did say that the former is the Noble, and Jean M. president and that the latter is the secretary of · Lucit out Noble in land acknowledged the foregoing instru-ment to be the information in the inform secretary of and that the seal allixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors; and each of (OFFICIAL Collema) Adding for Before me: them acknowledged said instrument to be its voluntary act and deed. SEAL) Notary Public for Oregon My commission expires 3-22-85 My commission expires: SEAL) Notary Public for Oregon (SEAL) 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 is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-tics are bound thereby, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. 4. Right of Way, including the terms and provisions thereof, given by M. G. MacNevin and Josephine R. MacNevin, husband and wife, to the Cali-fornia Oregon Power Company, a corporation, dated June 7, 1930, recorded June 23, 1930, in Book 91 at page 410, Deed Records of Klamath County, 5. Reservations and restrictions including the Reservations and restrictions, including the terms and provisions thereof, in deed from M. G. MacNevin and Josephine R. MacNevin, husband to Mabel A. McCollum, recorded April 25, 1935, in Book 100 at page 491, Deed Records of Klamath County, Oregon. Reservations and restrictions, including the terms and provisions thereof, in Deed from M. G. MacNevin and Josephine R. MacNevin, husband and wife, to Mabel A. McCollum, dated March 19, 1930, recorded April 25, 1935, In Book 100 at page 493, Deed Records of Klamath County, Oregon. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein given to secure the payment of \$9,600.00 Dated April 8, 1975 April 10, 1975 Ralph E. Vaden and Hattle B. Vaden Recorded Mortgagor Page: 3827 Mortgagee : First Federal Savings and Loan Association, which Buyers herein do not assume and agree to pay, and Sellers further covenant to and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment in full of this contract (for Special Provisions of this Contract see attached Exhibit "A" and by

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SPECIAL PROVISIONS:

Sellers will pay by November 30th of each year all real property taxes levied and assessed against the real property. The amount of such payment shall be added to and become a part of the principal balance of the purchase price to be paid by Buyers and shall draw interest at the contract rate from the date of payment. A receipt issued by the taxing body showing payment, when produced by the Sellers, shall constitute satisfactory proof of payment to the extent of the sums receipted for and shall further constitute sufficient authority to this contract.

It is further agreed by and between the parties hereto that the fire insurance is the Buyers' obligation herein and the Buyers agree to furnish Sellers with proof of payment for fire insurance each year hereafter.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record a krewerk of

his 22 day of Jan. A. D. 19 82 at 4:000'd ck P M. and duly nearded in Vol. M. 82___, of Deeds____

Fee \$12.00

EVELYN BIEHN Count Me Thure By