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ByDenuty		FAIN TITLE COMPANY NAME: ADDRESS, ZIP is requested all tax statements shall be ser	**	FOR	at in book/cel/ page instrument/mi Record of Dec Witness County affixed	clock
- chary		TAIN TITLE COMPANY NAME: ADDRESS, ZIP is requested all fax statements shall be ser Per Grantee	**	FOR	in book/cel/ page. instrument/mi Record of Dec Witness County affixed	clock

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 open 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 hollowing rights: (1) to declare this contract null and roid, (2) to declare the whole unpaid principal belance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrew and/or (4) to foreclose this contract by suit in termine and in the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said 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 open such default all payments herefore wande on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said reperties as of such default all payments had never been made; and in the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The house further of the first of the first of the first of the land aloresaid, 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 no way affect his right hersunder 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$24,000.00. Thousand the actual consideration paid for this transfer, stated in terms of dollars, is \$24,000.00. Thousand the action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action and is an appeal summary adjudge reasonable as attorney's less 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 further promises to pay such summary and suit or action and if an appeal is taken from any party's attorney's less on 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 plural, the masculine, the leminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof sapply equally to corporations and to individuals.

This agreement shall bind and insure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, esecutors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESC BUILDEDEDE

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.

Day C. Beener Craige M. Shuey

Audrey B. Beemer

STATE OF OREGON, country of Gelsmeth . 19 82

Personally appeared the above named Craig M. Shuey, Ray C. Beemer and Audrey B. Beemer

and acknowledged the foregoing instru-

inda Lille (OFFICIAL..... SEAL)

Notary Public for Oregon
My commission expires 7/13/85

STATE OF OREGON, County of

Personally appeared ..andwho, being duly sworn. each for himself and not one for the other, did say that the former is thepresident and that the latter is the

and that the seal allixed to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in behalf 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:

Notary Public for Oregon My commission expires:

(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 ecuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be construments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parveyed. Such instruments, or a memorandum terrory, such that are bound thereby.

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

power lines in and upon said premises, and to keep and maintain same, said right of way to be for the benefit of the lands and premises adjoining the above described land."

Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: May 27, 1980

Recorded: May 28, 1980 Volume: M80, page 9665, Microfilm Records of Klamath County, Oregon

Amount: \$10,000.00

Grantor: Craig M. Shuey, an estate in fee simple Trustee: William L. Sisemore

Beneficiary: Certified Mortgage Co.

The beneficial interest under said Trust Deed was assigned by instrument,

Dated: May 28, 1980
Recorded: May 28, 1980
Volume: M80, page 9706, Microfilm Records of Klamath County, Oregon

To: Frank W. Johnson, which Trust Deed Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Trust Deed shall be paid in full.

See attached Exhibit "A" and by this reference incorporated herein as if fully set forth.

SPECIAL PROVISIONS OF THIS CONTRACT

5637

It is agreed by and between the parties hereto that in the event Buyers herein pay more than the monthly payment of \$203.50, then in that event, payments over and above this amount shall be applied on Buyers' lump sum payment due and owing on May 31, 1984. Said payments shall apply to the Trust Deed set forth herein due and owing at Certified Mortgage Co.

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

It is further understood and agreed between the parties hereto that Buyers have made an independent investigation and inspection of the premises herein described, and have entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accept the property described in this Contract "as is" in property by Seller.

It is further agreed by and between the parties hereto that the purpose of the lump sum payment due by Buyers on May 31, 1984 is to pay the Trust Deed set forth herein dated May 27, 1980.

STATE OREGON; COUNTY OF KLAMATH; ss.	
ed for recorder properties	- 16
his 5 day of May A. D. 19 82 at 3-430'clock	D M 1-4
duly recorded in Vol. M 82 , of Deeds on in	r 5635
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