ACRC1		CONTRACT-	REAL ESTATE	CA STORE STORE	34450A	
16861				tombor		
THIS CON	VTRACT, Made this	2nd day	of	tember	, <i>19</i> 02.	., between
F	ATRICK M. GISLER	985			nereinafter called	the seller,
nd RAYMOND) E. SCRIVNER and	CATHERINE A.	SCRIVNER, Husa	nd and Wif	e	
	g Gar	2012/1. · · ·	<u> </u>	, h	ereinafter called	the buyer,
WITNESS	ETH: That in consid	leration of the mut	ual covenants and	agreements l	herein containea, following descr	ibed lands
grees to sell unt	o the buyer and the lated inKlamath	buyer agrees to pur	chase from the sel	e of <u>0</u>	egon	, to-wit:
nd premises situ	ated in				_	·
LOTS	9, 11, 12, 13, I N TRAIL ACREAGES	14 and 15, all	in Block o ddition			
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for the sum of	Twelve Thousand	and no/ too "				·····
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the seller in more	nthly payments of no	ot less than <u>One</u> H	unarea signiy-	One and 20	/100 * * * *	* * * *
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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 be one this contract by suit in equity, and in any of such case, all rights and interest created or then existing in favor of the buyer as against the seller thereunder shall uterly cease and de-equity, and in any of such case, all rights and interest created or then existing in favor of the buyer of return, reclamation or compensation for seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for all without any account of the purchase of said property as absolutely, kully and perfectly as it this contract and such payments had never been made; and in seller without any account of the purchase of said property as absolutely, kully and perfectly as it this contract and such payments had never been made; and in premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upcm the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and apputenences thereon or there belonging and the rights and apprets the seller at any time to require performance by the huver of any convision based shall be appret.

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a successing, without any process of law, and law initiality posterior, including particular to require performance by the buyer of any provision hereof shall in no way allect his The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall any succeeding breach bereunder 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 such provision, or as a waiver of the provision itsell. right h

is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers dup authorized thereunto by order of its board of directors. / 1 M Gil Jah لاير £.)) mini AN Catherine a Scrivnete NOTE-The sentence between the symbols (), if not applicable, should be deleted. Ses ORS 93,030).) 55. STATE OF OREGON, County of, 19..... STATE OF OREGON,) ss. County of <u>Deschutes</u>)^s <u>October 8</u>, 19 82 ...and Personally appearedwho, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the above named......president and that the latter is the Patrick M. Gisler secretary of COFFICIALS Notary Public for Oregon 2.72-86 My commission expires and that the seal affixed 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 them acknowledged said instrument to be its voluntary act and deed. Before me: Notary Public for Oregon My commission expires: F -776-15 7 - 52 STATE OF CALIFORNIA COUNTY OF FRESNO ____, in the year 19<u>82</u>, _ day of _ OCTOBER On this _ 37 TH before me, the undersigned, a Notary Public in and for said State, personally appeared CATHERINE A. SCRIVNER , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person swhose name OFFICIAL SEAL KAREN K WASS NOTARY PUBLIC - CALIFORNIA _subscribed to the within instrument, and acknowledged to me that \mathbf{T} he \mathbf{y} ARE executed it. FRESNO COUNTY My comm. expires AUG 3, 1984 WITNESS my hand and official seal. aken X. Wasa

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233CA—Rev. 5-62 © 1982 WOLCOTTS, INC. TATE & OFGEREN, CUUNTY OF KLAMATH, 58. Fied for record 3:36 Nov A.D. 19 82at o'clock A Mand ‼ <u>≤ 2___</u>day of ____on ia r __14584 duly reacrded in Vol. M82, of Deeds EV-LYN BIERN, Cour. rk Michun By) Fee \$8.00 1. 199:51