CONTRACT_REAL F	O-K STEVENE NESS LAW PUBLISHING CO., PORTLAND, OR. 97224
19148 THIS CONTRACT, Made this 74h Druid Harris and Louise Harris, husband and	January 19.83 between
Javiu Ind 125	······
WITNESSETH: That in consideration of the mutual of the mutual of the puyer agrees to purchas	and wife,, hereinafter called the buyer,, covenants and agreements herein contained, the seller
s to sell unto the buyer and the Klamath	County, State of
the real property situated in the court, Ra	ange 10 East of the Williamette Meridian,
$e E_2^1$ of the E_2^1 and the E_2^1 of the W_2^2 of the E_2^1	10 East of the Willamette Meridian.
CEPTING THEREFROM any portion thereof lying	Within County by instru-
CEPTING THEREFROM any portion thereof lying SO EXCEPTING THEREFROM those portions of Lo nt recorded in Volume 85, page 618, Deed Re	cords of Klamath County, Oregon.
bject, however, to the following: . Rights of the public in and to any porito	on of the herein described premises lying
. Rights of the public in and to any portection in the limits of streets, roads, or high	ways.
. Subject to the requirements and provision peristration and transfer of ownership of a l	Mobile Home and any interest or liens
lisclosed thereby.	s as contained in Patents recorded in
r the sum of <u>THIRTY THOUSAND</u> and not rooted	TEN THOUSAND and no/100ths (\$ 30,0000000 y) (the receipt of which is hereby acknowledged by the order of $20,000,00$) to the order of
ollars (\$10,000,00) is part amoinder of said purc	chase price (to-will place in a contract of the second sec
ller); the buyer agrees to pay the remainder of our THREE e seller in monthly payments of not less than	chase price (to-wit: \$ 20,000.00) to the older of HUNDRED and no/100ths
ollars (J. 1997, A	Echruary 1983
ayable on the 1st day of each month hereafter begin	nning with the month of <u>February</u> 1983 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase price may be paid at any time; all de- 1 of said purchase purchase purchase price may be paid at any time; all de- 1 of said purchase purcha
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parties hereto as of the date of this contract	and the construct in
parties hereto as of the date of this communication the real projection	nerty described in this contract is
parties hereto as of the date of this with the seller that the real proj The buyer warrants to and covenants with the seller that the real proj °(A) primarily for buyer's personal, family, household or agricultural i °(B) for an organization or (even it buyer is a natural person) is for (B) for an organization or (even it buyer is a natural person) is for The buyer shall be entitled to possession of said lands on UDON to its not in delault under the terms of and will not suffer or permit any was thereon, in good condition and repair and will not suffer or permit any was thereon, in good condition and repair and will not suffer or permit any was thereon, in good condition and repair and will not suffer or permit any was thereon and says the suffer harmlery, therefrom and reinstures seller tor a	perty described in this contract is purposes. business or commercial purposes other than agricultural purposes. Closing 1983, and may retain such possession so long ar- at all times he will keep the premises and the buildancs, now or burality exceeding to or strip thereoil; that he will keep said premises the tom construction and all the or strip thereoil; that he will keep said premises the thom construction and all the or strip thereoil; that he will keep said premises the thom construction and all the or strip thereoil; that he will keep said numerical here here the hereafter here the the costs and attorney; thet at huvers \$\cap{200}{1000} = 10000000000000000000000000000000
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And it is understood and agreed between said parties that time is of the evence 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 theret., 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 punchase price with the interest thereon at once due and payable. (3) to withdraw said ded and other documents from escrew and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in fax or of the buyer as against the seller hereunder shall utterly cease and de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer of returns, reclamation or compensation for moneys paid on account of the purchase of said seller to be performed and without any right of the buyer as the seller as the ascerd and one case of such delault all payments theretofore made on this contract are to be relained by and belond to said such as stered and reasonable rent of said seller to obser cained by and belond to said seller to said seller to restred and the right and belond to said seller to said seller to restred and the said seller to be performed and without any right to said seller as the astered and reasonable rent of said premises up to the time of such delault. And the said seller, in case of such delault, shall have the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging.

premises up to the time of such default. And the sum sum that are possession thereof, together with all the improvements we approach that any process of law, and take immediate possession thereof, together with all the improvements we approach the solution of the selfer at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said selfer 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 Buyer is to be responsible for taxes and insurance when payable and due. The Buyer and Seller will enter a well agreement to share equally in water and equally in maintenance costs as need arises.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000,00 Theorem, the actual consideration consists of or includes other property or value given or promised which is the mode. In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees 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 sum as the appellate court shall adjudge reasonable as attorney's lees 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 sum as the appellate court shall adjudge reasonable as the prevailing party is attorney's fees 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 hereod apply equally to corporations and to individuals. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executed, administrators, personal representatives, successors in interest and 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 alfixed hereto by its officers duly authorized thereunto by order of its board of directors.

X (extan	* and Drift
(Setter - David Harris) X. Setter - Louise Harris) NOTE-The sentence between the symbols ©, if no. applicable, should be	(Buyer - James B. Kintz) X (Buyer - Irene E. Kintz) deleted. See ORS 93.030).
STATE OF OREGON,)	STATE OF OREGON, County of
County of Klamath Jon January 7 , 19 83	Personally appeared and
Personally appeared the above named David Harris, Louise Harris, James B.	who, being duly sworn, each for himself and not one for the other, did say that the former is the
Kintz, and Irene E. Kintz	president and that the latter is the secretary of
and acknowledged the foregoing instru- ment to be their voluntary act and deed.	, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-

thalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. (SEAL) Whotary Public for Oregon 6/19/83 Notary Public for Oregon My commission expires My commission expires:

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 acknowledgement of deeds, by the conveyor of the title to be con-l. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ire bound thereby. tics a ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

Volume 49, page 611 (affecting Government Lot 16) and Volume 50, page 491 (affecting Government Lot 17), Deed Records of Klamath County, Oregon.

4. Grant of Right of Way, including the terms and provisions thereof, Dated: August 28, 1930 Recorded: February 20, 1931 Volume: 93, page 552, Deed Records of Klamath County, Oregon In favor of: The California Oregon Power Company For: Transmission and distribution of electricity Affects: Government Lot 16 5. Real Estate Contract, including the terms and provisons thereof, Dated: January 8,1981 Recorded: January 8, 1981 Volume: M81, page 318, Microfilm Records of Klamath County, Oregon Vendor: Robert Dean Kirkendall Vendee: David Paul Harris and Louise Harris, husband and wife (With other property) The Vendor's interest under said Contract was assigned by instrument, Dated: April 29, 1982 Recorded: April 29, 1982 Volume: M82, page 5315, Microfilm Records of Klamath County, Oregon To: Certified Mortgage Co., an Oregon Corporation

The Vendor's interest under said Contract was assigned by instrument, Dated: April 29, 1982

Recorded: April 29, 1982

Volume: M82, page 5316, Microfilm Records of Klamath County, Oregon To: Kenneth L. Gregg and Leona R. Gregg, husband and wife

(continued on attached sheet)

(UL SEAL)

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Description, continued . . .

6. Subject to rules and regulations of Subdivision Ordinance No. 40, Klamath County, Oregon, as revised January 23, 1979. Any conveyance of the herein described property without the proper minor partition, shall be deemed to be without the approval of Mountain Title Company.

STATE OF OREGON; COUNTY OF KLAMATH; \$5.

Fied for record	• ٦٦ •	
in a for record), 19 <u>_83_</u> _at	o'clock A L., and
duly recorded in Vol. M83	of Deeds	on Fare 365
	EVELYN	BIEHN, County Clark
Fee \$12.00	By by a /	4 Chure
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