



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 (4) to terminate this contract by suit in equity, and in any of such cases all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and 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 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, reversion or compensation for money 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 case of such default all payments made on this contract are to be returned by and being to said seller as the agreed and reasonable rent of said 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 upon the land aforesaid, 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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$ 3,200.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration herein.

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 advise, reasonable as attorney's fees 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 advise, reasonable as the prevailing party's 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 contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine and the neuter, and that general and denominational changes shall be made, assumed and applied to make the provisions hereof 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, executors, 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 affixed hereto by its officers duly authorized thereunto by order of its board of directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

*Clyde L. Gillam Sr.*  
*Gerry Hermes*  
*Leon Johnson*  
*Notary Public for Oregon*

NOTE—The sentence between the symbols [ ] if not applicable, should be deleted. See OES 93 0201.

STATE OF OREGON, )  
 County of Klamath ) ss.  
 January 3, 19 85  
 Personally appeared the above named  
 Clyde L. Gillam, Sr.

STATE OF OREGON, County of ) ss.  
 Personally appeared  
 and  
 who, being duly sworn,  
 even for himself and not one for the other, did say that the former is the  
 president and that the latter is the  
 secretary of

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me  
 (OFFICIAL SEAL)  
 Notary Public for Oregon  
 My commission expires 7-30-88

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 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:  
 (SEAL)  
 Notary Public for Oregon  
 My commission expires:

ORS 93.020. In all instruments contracting to convey fee simple land, and in all contracts, at a time when the instrument is executed and the parties are bound thereby, the instrument shall be recorded in the public records of the county in which the land is located. Such instruments, or a memorandum thereof, shall be recorded by the county not later than 15 days after the instrument is executed and the parties are bound thereby.  
 ORS 93.020. The violation of ORS 93.020 is punishable, upon conviction, by a fine of not more than \$100.

STATE OF OREGON )  
 County of Klamath ) ss.

On this 3rd day of January, A.D. 19 85, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Gerry Hermes to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Leon Johnson, also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Leon Johnson, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Leon Johnson is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.  
*Charles D. Jones*  
 Notary Public in and for the State of OREGON  
 My commission expires: 7-30-88

STATE OF OREGON: COUNTY OF KLAMATH:ss  
 I hereby certify that the within instrument was received and filed for record on the 3rd day of January A.D., 1985 at 3:36 o'clock P M, and duly recorded in Vol 465, of Deeds on page 75.

EVELYN BIEHN, COUNTY CLERK  
 by: *Ann Smith*, Deputy

Fee: \$ 9.00