

THIS CONTRACT, made and entered into this 1st day of November, 1985,  
by and between Sylvia E. Jones, an unmarried Woman, hereinafter called 'Seller',  
and William Mason and Joan Mason, Husband and Wife, hereinafter called "Buyers".

WITNESSETH

Seller agrees to sell to Buyers, and Buyers agree to purchase from the seller  
all the following described property situated in Klamath County, State of Oregon,  
to-wit:

A portion of the S1/2N1/2, Section 33, Township 37 South, Range 9 East of the  
Willamette Meridian, Klamath County, Oregon more particularly described as  
follows:

Beginning at a point on the SW corner of the S 1/2 N 1/2 of Section 33,  
Township 37 Range 9 East of the Willamette Meridian, move 907.19 feet to the  
point of beginning. Thence North 661.2 feet more or less to a point  
thence East 1464.9 feet, more or less to a point on the West edge of the old  
Fort Road, thence Southeast along the road 703.14 feet more or less to a point  
thence West 1759.4 feet more or less to the point of beginning.

SUBJECT TO: TOGETHER WITH a 1974 Frontier Mobile Home, License #X112609, Serial  
#14X7OKS5282, which is firmly affixed to the land described herein.

1. Rights of the public in and to any portion of herein described premises lying  
within the limits of streets, roads or highways.

2. An easement created by instrument, including the terms and provisions thereof,  
Dated: August 16, 1928  
Recorded: November 24, 1928

Volume: 82, Page 593, Deed Records of Klamath County, Oregon In favor of  
The Pacific Telephone and Telegraph Co.  
For: Pole line across West 1/2 West 1/2 of Section 33  
(No exact location given)

3. Reservations and restrictions as contained in Deed recorded in September 5, 1941  
in volume 140, page 612, Deed records of Klamath County, Oregon, to wit:  
"Subject to all other rights of way of record and existing vehicle roads and ways."

4. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the  
registration and transfer of ownership of a Mobile Home and any interest or liens  
disclosed thereby.

"This instrument will not allow use of the property described in this  
instrument in violation of applicable land use laws and regulations.  
Before signing or accepting this instrument, the person acquiring fee  
title to the property should check with the appropriate city or county  
planning department to verify approved uses."

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*[Handwritten signature]*

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5. Real Estate Contract, including the terms and provisions thereof,  
 Dated: November 19, 1979  
 Volume: M79, Page 27133, Microfilm Records of Klamath County, Oregon.  
 Re-Recorded: January 3, 1980  
 Volume: M80, Page 415, Microfilm Records of Klamath County, Oregon.  
 Vendor: Charlotte M. Koehler  
 Vendee: Lyle D. Jones and Sylvia E. Jones, husband and wife  
 (Covers other property)

The Vendees interest of Lyle David Jones was awarded to Sylvia Elaine Jones by Decree of Dissolution of Marriage filed May 25, 1984 in Klamath County Circuit Court Case No. 84-347 DI. (affects the herein described property only)

6. Seller will hold buyers harmless from any and all claims of Alex D. Krentel as to any interest he may claim in the property described on page 1 of this contract and warrant that he does not have any legal interest herein.

at and for a price of \$42,000, of which \$1,000 has been previously paid as earnest money, \$1,500 of which has been paid at the time of execution hereof, the receipt of which is hereby acknowledged by the Seller: the Buyers agree to pay the balance of the purchase price to the order of the Seller, at the times and in the amounts as follows:

\$39,500 with interest at the rate of 10% per annum from Nov. 1 1985, payable in installments of not less than \$400.00 per month, inclusive of interest the first installment on the 1st day of December, 1985, and a like installment on the 1st day of each and every month thereafter until the full balance and interest are paid. The remaining balance, both principal and interest, shall become due and payable in full on or before November 1, 1995.  
 Taxes for the current tax year, rents, interest, and other items, if any, shall be prorogated as of Nov. 1, 1985.

Buyers have made an independent investigation and inspection of the premises herein described and has entered into this agreement without relying on any statement or representation or covenant not specifically embodied in this agreement and accepts the property described herein "as is" and requires no work of any kind to be done to said property by the Seller, further, Buyers have approved the preliminary Title Report issued by Mountain Title Insurance Co. Klamath Falls, Oregon.

Buyers agree to make said payments promptly on the dates above named to the order of the Seller, at Klamath Falls, Oregon to Keep said property at all times in as good condition as the same now are, that no improvements, now on <sup>or</sup> which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid, and that said property will be kept insured in companies approved by

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the seller against loss or damage by fire in a sum not less than the full insurable value with loss payable to the parties as their respective interests may appear, and that Buyers shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or encumbrances whatever having precedence over rights of the Seller in and to said property. Buyers shall be entitled to possession of said property on Nov. 1, 1985.

Buyer agrees not to remove standing timber from property for commercial purposes without permission from the Seller for the term of this contract.

The Buyer warrants to and covenants with the Seller that the real property described in this contract is primarily for Buyer's personal, family household or agricultural purposes.

Seller will on execution hereof make and execute in favor of the Buyers good and sufficient warranty deed conveying a fee simple title to said property, free and clear as of this date of all encumbrances, except as above stated, which Buyers assume. Seller will place said deed together with one of these agreements in escrow at the Mountain Title Co. at Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow holder that when, and if Buyers shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to the buyers, but that in case of default by buyers, said escrow holder shall, on demand, surrender said instruments to Seller.

But in case Buyers shall fail to make payments aforesaid, or any of them, punctually and upon the strict terms and at the times specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity: (2) To declare the full unpaid balance immediately due and payable: (3) To specifically enforce the terms of the agreement by suit in equity: (4) To declare this contract null and void, and in any of such cases, except exercise the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of the Buyers derived under this agreement shall utterly cease and determine, and the premises shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed with right of Buyers for reclamation or compensation

for money paid or for improvements made, be preserved as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyers, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and their security interest therein, and in the even possession is so taken by Seller, they shall not be deemed to have waived their right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose or enforce any of the provisions hereof, the prevailing party in such suit shall be entitled to receive from the other party, their costs which shall include the reasonable costs of title report and title search and such sum as the trial court and or appellate court, if any appeal is taken, ~~may~~ may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken. *Wm M JM*

Buyers further agree that failure by the Seller at any time to require performance by Buyers of any provision hereof, shall in no way affect Seller's right to enforce the same, nor shall any waiver by Seller of such breach or any such provision, or as a waiver of the provision itself.

Buyers agree that Seller may assign all of their rights, title and interest in and to the property.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, personal representatives and assigns. *Wm M JM*

WITNESS THE HANDS of the parties the day and year first written herein.

*Sylvia E. Jones*  
Sylvia E. Jones, Seller

*William Mason*  
William Mason, Buyer

*Joan Mason*  
Joan Mason, Buyer

STATE OF OREGON

County of Klamath

ss.

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On this 1st day of November, 1985, personally appeared the above name SYLVIA E. JONES, ~~and WILLIAM MASON~~ AND JOAN MASON, ~~Husband and wife~~, and acknowledged the foregoing instrument to be their voluntary act and deed.



Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
my commission expires: 11/16/87

November 4, 1985

On this 4th day of November, 1985, personally appeared the above named WILLIAM MASON and JOAN MASON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 11/16/87

After recording return to:  
Mountain Title Company  
Forward tax statements to:  
William & Joan Mason  
P.O. Box 7478  
Klamath Falls OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of November of 1985 at 3:04 o'clock P M., and duly recorded in Vol. M85 on Page 17933

FEE 21.00

By Evelyn Biehn County Clerk  
[Signature]