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And it is understood and agreed between and parties that time is of the essence of this contract, and in case the buyer shall fail to make the selection of the problem in 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the selection any of them, nunctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the selection interact and any of the problem in 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the selection interact and any of the and parties (1) to declare this constract null and other documents from escrow and/or (4) to forefore shall utterly created there are and any of the problem in the problem index of the problem in the problem in the problem in the problem is and early declare the whole and any it is conserved and the right of the entry created and without any right of the procession of the solutedy, fully and belong to immediately, or any time to the procession of the soluted and the right immediately. 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The provision hered, had the any seller purchase pri-contract by terly cease a and revest or compenwhere with where the sease and de-or compensation for been made: and in sonable rent of said calter, to enter upon is thereon premises of to the time of and used and take insteadiate possession thereof, together with all the improvements and appurtenances thereon or thereto the land aloresaid, without any process of law, and take insteadiate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that tailure by the selfer it 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. 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. ecutors, 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 under-time of the connection is the connected its connected name to be sidned and its connected and efficient brite of IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; it either of the under-signed 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. deleted. Sea ORS 93.030). STATE OF OREGON Klargen In 86 secretary of and that the seal altixed to the foregoing instrument is the corporate seal 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 half of said corporation by authority of its board of directors, and each of the corporation by authority of its board of directors, and each of the corporation by authority of its board of directors, and each of the corporation by authority of its board of directors, and each of the corporation by authority of its board of the corporate act and dead. 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Heir ment to be ٥١ ORS 93.635 (1) All instruments contracting to convey fee tille to any real property, at a time more than 12 months from the date that the instrument security 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-security and the parties are bound, then the entrument is executed and the parties of a memory of the instrument is executed and the parties are bound thereby. All be acknowledged, in the entrument of the entrument is executed and the parties are bound thereby. ORS 93.990(3) Violation of ORH 93.635 is punishable, upon conviction, by a fine of not more than \$100. Betereme (OFFICIAL SEAL) FORM NO. 23 - ACT.NOWLEDGME STEVENS-NESS LAW PUB. 20., PORTLAND. C ties BE IT REMEN/BERED, That on this before me the understined, a Notary Public Pland for san County and State, personally appeared the within named STATE OF OREGON, known to me to be the identical individual S described in and who executed the within firstrument and Rescuted the same freely and voluntarily. executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and Aftired acknowledged to me that IN TESTIMONY WHEREOF, I have hereunto set my hand and enternation. seal the day and year tax (101! DIDU Notary Public for Oregon S.) My Commission expires

NOTE-The sentence between the symbols (), if not applicable, should be

TELEPHONE: 884-4739 AREA CODE: 503

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CIVIL STRUC/URAL

REGISTERED: OREGON CALIFORNIA NEVADA WILLIAM L. WALES & ASSOCIATES CONSULTING ENGINEERS 1740 AUSTIN STREET KLAMATH FALLS, OREGON 97601 August 27, 1981 Legal Description for

> Neil Garrett PARCEL 1

A parcel of land situate in the southwest quarter of Section 20, T.38 S., R.9 E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a point from which the iron axle marking the southwest corner of Section 20, T.38 S., R.9 E., W.M., bears S 0° 15° W 288.10 feet and S 89° 39' 20" W 981.75 feet distant; thence N 0° 15' E 206.90 feet to a point; thence N 43° 05° 30" E 122.52 feet to a point on the southwesterly right-of-way line of Lakeport Boulevard, as the same is presently located and constructed; thence following said southwesterly right-of-way line along a curve to the right, the chord of which bears N 41° 14° 05" W 59.00 feet to a point; thence S 60° 03' 00" W 128.75 feet to a point; thence West 521.38 feet to a point on the easterly right-ofway line of U.S. Highway 97; thence along said easterly right-of-way line \$ 8° 35' 45" W 91.22 feet and \$ 3° 37' 45" E 135.63 feet to a point; thence East 414.09 feet to a point; thence S 74° 03' 25" E 185.31 feet, more or less, to the point of beginning, containing 3.35 acres, more or less, and being subject to all rights-of-way and/or easements of record or apparent on the premises.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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