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And it is understood and agreed between said parties that time is of the essence of this contract, and in cuse the buyer shall lait to make the 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 selle 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 the interest therein at once due and payable and/or (3) to foreclose this contract by uit in equity, and in any of such cases, all rights and interest creat therein at once due and payable and/or (3) to foreclose this contract by uit in equity, and in any of such cases, all rights and interest creat and with acquired by the buyer hereunder shall latery cease and determine and the right to the possession of the premises above de all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be and without any right of the buyer of term, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely perfectly as it this contract and such payments had never been made; and in case of such delault. And the said seller, in case of such delau the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of law, and take immediate possession of there with all the improvements and appurentes thereon or thretto belonging. make the payments the seller at seller's purchase price with erest created or then above described and Lined and be performed lefy, fully and to be retained default, shall n theree!

The buyer lurther agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way allect seller's right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereol be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itsell.

attorney's lees on such appeal. In constraing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that it the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereot apply equally to corporations and to individuals. This agreement shall bind and inure to the beneit 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 duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal allixed hereto by its officers duly authorized thereunto by order of its board of directors.

....CBA..CONSTRUCTION...CO....an...Or....Corp... THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED 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. N //lana 4 P one Kenneth S. Correv Maria Cooney //2021a Code NOTE-The sentence between the symbols (), if not applicable, thould be deleted. Sas ORS 93.030). (If executed by a corporation, affix corporate seal) (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, STATE OF OREGON County of Hy County ath) s3. County of Klama sne an_{in} Wec 2.m This instrument was acknowledge before me on Legretary UTTALL 19 \sim 83 BA Construction ° ot 0 Susar Notary Public for Oregor My commission expires: 6 -21 - 85 Notary Public for Oregon Notary Public for Oregon (SEAL) (SEAL) My commission expires: 6 - 21 - 88ORS 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 cuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-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-re bound thereby. veyeu. ties ar ORS 93,990(3) Violation of ORS 93,635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. STATE OF OREGON, SS. County ofKlamath 12 , 1986 . BE IT REMEMBERED, That on this. December day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kenneth S. Cooney described in and who executed the within instrument and fronty and voluntarily. known to me to be the identical individual acknowledged to me that he : Nordeuted the same freely and voluntarily. TESTIMONY WHEREON, I have hereunto set my hand and attiged Lat my official seal the day and year last spove written. 5. 97 - 58 - 58 Susan . ۲۰۰۰ محمد ۱۹۹۰ ۲۰۰۰ ۲۰۰۶ Ċ l dec Notary Public for Oregon. My Commission expires 6 21 STATE OF OREGON: COUNTY OF KLAMATH: SS. 15th _ day the