		n. MT	C-TRAFF		UBLISHING CO., PORTLAND, OR. 57206
70613			CT-REAL ESTATE	Vol. <u><i>m87</i></u>	Page 1018
Jean Anne (	CT, Made this Gregg	<u>1)tn</u>	day of Januar	Y	, 19.87, between
and Karl Klem	& Shelli Kl	em, Hush	and & Wife	, her	einafter called the seller,
and premises situated in	Lot 13, Block	ck 8, Si ck 7, Si	mutual covenants purchase from th County, EWART, acco	and agreements her e seller all of the fo State ofOregon	1, to-wit:
Beginning at the Northerly along t 58 feet; thence N 13 which point is Lot 13; thence So feet to the South distant along the peginning.	Interine Detri Iortheasterly 58 feet Nor outh along Ea Deast corner	ween sai y to a p rth of t asterly of said	d Lot 13 an oint on the he Southeas line of Lot	d Lot 14 a di Easterly lin terly corner 13, a distan	stance of e of Lot of said ace of 58
C	ard No. 247	JN17: 51		Klamath Falls	,
Ŭ	ocketed Dece npaid Balanc	encer 21 2e: \$593	, 1983 .93, plus in	nterest, if a	ny
for the sum ofSix (hereinafter called the pu Dollars (\$ seller); the buyer agrees the seller in monthly pay Dollars (\$.200.00	.) is paid on the ex- to pay the remaind	ecution her der of said p	eof (the receipt	of which is hereby p-wit: \$ 16,000.	acknowledged by the
payable on the .15th and continuing until said ferred balances of said pu date hereof	day of each month l purchase price is urchase price shall ntil paid, interest to	hereafter b fully paid. bear interes be paid.	eginning with the All of said purch t at the rate of nonthly	month ofFebru ase price may be pa 09% per cent per an and * \ *语杰杰氏	id at any time; all de- num from the
	ate of this contract	t.	ises for the curre	nt tax year shall be	prorated between the
The buyer warrants to and	covenants with the seller	diat the rear p	roperty described in this		
The buyer warrants to and *(A) primarily for buyer's (B) for an organization o The buyer shall be entitled by is not in default under the terr	r (even it buyer is a nati to possession of said land us of this contract. The l	ural person) is l Clos ds on	at business or commerci.	al purposes other than agric	tain such possession so lond as
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And it is understood and agreed between said parties that time is of the essence of this contract, and in care 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 escrew and/or (4) to foreclose this contract by suit in the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrew and/or (4) to foreclose this contract by suit in termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall utterly cease and for 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, reclamation or compensation for seller without any act of re-entry, or any other act of said seller to be performed and belong to said seller as the agreed and reasonable rent of said case of such detault all payments therefore made on this contract to be retinned by and belong to said seller as the agreed and reasonable rent of said seller, in case of such detault, shall have tho right immediately, or at any time thereafter, to enter upon premises up to the time of usch detawalt. And the said seller, in case of such detault, shall have the right immediately, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereot helonging.

the land atoresaid, without any process of law, and take maintaine posterior performance by the buyer of any provision hereol shall in no way affect his belonging. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way affect his right hereinder 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.

party's attorney's less 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, 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 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 inferest 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 of-

.....

KARL KLEM, Buyer SHELLI KLEM, Buyer

ficers duly authorized thereunto by order of its board of directory Jean Anne Gregg, Seller A

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.

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NOTE-The sentance between the symbols (), if not applicable, should be deleted. See ORS 93.030).

(If executed by a corporation ? ) affix corporation () (If the signer of the above it a constrained use the form of attention d attention d attention d attention  $STATE_{3}OF$  OREGON.) STATE OF OREGON, ) ) **\$**5. 55. County of ..... This instrument was acknowledged before me on 19 ...., by ... of .. iotic Redd Notary Public for Oregon My commission expires: 11/16/87 ..... risto Notary Public for Oregon (SEAL) (SEAL) 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 is executed 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-veyed. 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-ties are bound thereby.

re bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

## STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of of A.D., 1 of FEE \$9.00	19 <u>87</u> at <b>4:05</b>	o'clock <u>A</u> M., and duly on Page <b>1018</b> Evelyn Blenn By Alernotha		
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