

Lot 7 in Block 2 of TRACT NO. 1121, FIRST ADDITION TO KENO HILSIDE ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to: Taxes for the fiscal year 1988-89, a lien not yet due and payable.

Grant of Right of Way, subject to the terms and provisions thereof; in favor of California Oregon Power Company, for transmission and distribution of electricity, recorded in Volume 72, page 48, Records of Klamath County, Oregon.

Release of damages, subject to the terms and provisions thereof; to California Oregon Power Company, a corporation, recorded March 2, 1932 in Book 97, page 83, Deed Records of Klamath County, Oregon.

An easement created by instrument, subject to the terms and provisions thereof; (cont. on otherside)

for the sum of Sixty-Nine Thousand Nine Hundred Dollars (\$69,900.00.)
(hereinafter called the purchase price) on account of which Thirteen Thousand Five Hundred
Dollars (\$13,500.00) have been paid by the buyer (the receipt of which is hereby acknowledged by the
seller), the buyer agrees to pay the remainder of said purchase price (to-wit: \$7,970.87) to the order of
the seller in monthly payments of not less than One Hundred Ninety-eight and 36/100's
Dollars (\$198.36) each,

payable on the 26th day of each month hereafter beginning with the month of September, 1988, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 9 per cent per annum from August 26, 1988 until paid, interest to be paid monthly and \$ XXXXXX being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is:

(A) primarily for buyer's personal, family or household purposes;

(B) for an organization or vessel if buyer is a natural person, is for business or commercial purposes.

The buyer shall be entitled to possession of said lands on _____ date of closing _____, 19_____, and may retain such possession so long as it is in compliance with the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the building now or hereafter erected thereon in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against said property, as well as all water rents, public charges, and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$_____ full insurance in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer in their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the seller shall elect to share in said loss, he shall pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and the buyer shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the lender to foreclose. The seller agrees that at seller's expense and within 10 business days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) a marketable title in and to said premises in the seller on or subsequent to the date of the agreement, save and except the usual printed exceptions, the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and the buyer requests upon surrender of this agreement, seller will deliver a good and sufficient warranty deed conveying said premises in fee simple unto the buyer, together with and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or incurred by seller, heirs and assigns, together with and assigns, free and clear of the taxes, municipal liens, water rents and public charges so assumed by the buyer, and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

(Continued on reverse)

*** IMPORTANT NOTICE:** Delete, by striking through, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, or both, such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, the following words are defined as "seller":

Mary Sue & James D. Puckett
PO Box 7594
Klamath Falls, OR 97602

SELLER'S NAME AND ADDRESS
Peter LeRoy & Lesleigh W. Norris
14239 Hwy 66
Klamath Falls OR 97601
BUYER'S NAME AND ADDRESS

After recording return to:
 Peter LeRoy & Lesleigh W. Norris
 14239 Hwy 66
 Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address

Same as Buyer

NAME ADDRESS ZIP

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____.
I am a _____ of said county.

Witness my hand and seal of
County affixed.

By Deputy

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 seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

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 the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be held 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, reclamation or compensation for moneys 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 theretofore made on this contract are to be retained by and belong 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 seller's 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 CONTRACT IS ASSIGNABLE TO A NEW PURCHASER ONLY WITH THE WRITTEN CONSENT OF THE SELLERS HEREIN.*****

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$69,900.00

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 adjudge 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 the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge 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 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 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 duplicate; 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 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.

* BUYER: Comply with ORS 93.905 of sea prior to exercising this remedy.
NOTE: The sentence between the symbols () if not applicable, should be deleted. See 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,

County of Klamath

This instrument was acknowledged before me on

8/25, 1986, by

Mary Sue Puckett and James D. Puckett,

Notary Public for Oregon

My commission expires: 8/16/92

STATE OF CALIFORNIA,

County of Ventura

This instrument was acknowledged before me on August 24,

1988, by PETER LEROY NORRIS & LESLEIGH W. NORRIS

Notary Public for California

My commission expires: 2-3-89



ORS 93.688 (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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.690 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Dated: December 13, 1965, Recorded: January 21, 1966, Volume: M66, page 604
Microfilm Records of Klamath County, Oregon. In favor of: Pacific Power and Light Company. For: Electric facilities along the North side of Highway 66 (SE1/4 of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, North side of the Highway)

Reservations and restrictions as contained in plat dedication, to-wit: "Subject to: (1) Public utilities easements 16 feet in width centered on all side and back lot line; (2) All sanitary facilities subject to the approval of the Oregon Department of Environmental Quality; (3) Building setback lines from the centerline of the street on which the lot fronts and 50 feet from the centerline of the street on which the lot sides; (4) All easements and reservations of record."

Declaration of Protective Covenants and Restrictions, subject to the terms and provisions thereof, but omitting restrictions, if any, based on race, color, religion or national origin, recorded in Volume M77, page 10487, Microfilm Records of Klamath County, Oregon.

Subject to required driveway access points as shown on dedicated plat.

Real Estate Contract, subject to the terms and provisions thereof;
Dated: October 9, 1986, Recorded: October 10, 1986, Volume: M86, page 18552
Microfilm Records of Klamath County, Oregon. Vendor: The State of Oregon by and through the Director of Veterans' Affairs (Which buyer herein agrees to assume)

88-106-56 643 52

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 29th day
of Aug. A.D., 1988 at 3:25 o'clock P. M., and duly recorded in Vol. M88
of Deeds on Page 13983

FEE 18.00

Evelyn Biehn County Clerk

By Pauline Mullendore