이 동안에 가지 않는 것 같아. 것 것 같아요. 승규는 것 같아.	CT-REAL ESTATE-Monthly Poymente,	VOL MES PAGE 18444
	NTRACT, Made this 31st Benjamin A. Davic	15011, 12.00, between
and	Roy L. Trevino	, hereinafter called the seller,
agrees to sell unto and premises situa	ETH: That in consideration (o the buyer and the buyer age ated in	of the mutual covenants and agreements herein contained, the buyer, rees to purchase from the seller all of the following described in
INDUSTRIAL A the official Klamath Cour	Sterly 20 Feet of L ADDITION to the cit l plat thereof on f nty, Oregon.	ot 46 and all of Lot 47 in Block 18 of y of Klamath Falls, Oregon, According to ile in the office of the County Clerk of
	Way	rges of the City of Klamath Falls for Monthly nd to reservations and restrictions of record y of record and those apparent on the Land
Coverages in interest app Buyer will pa and will furn Buyer May pro	btain and maintain a Minimum amount of ears and will furni ay annual City and nish seller with pr epay this account w	Incurance Coverage for Fire and Extedned of \$12,000.00 with seller named as his sh proof of such insurance coverage. County Taxes as assessed on a timely basis oof of such payments.
each month ar		f each month not neid by and as su
for the sum of	Twelve Thousand	and Modae
the seller in monthly Dollars (\$.152.50) and Interest havable on the 155 and continuing until	payments of not less than and \$2.50) to escr addy of each month hereaf	of whichTwo Thousand and No/100 of whichTwo Thousand and No/100 n hereof (the receipt of which is hereby acknowledged by the said purchase price (to-wit: \$.10,000.00) to the order of One Hundred Fifty Two and No/100 undred Fifty (\$150.00) applied to Principal OW Fee. For 36 Nonths. Balance of Principal ter beginning with the month of .December 1
1, 1988		rerest at the rate of10 per cent per annum from November
monthly payments at parties hereto as of th The buyer warrants to *(A) primarily for buy	until paid, interest to be paid bove required. Taxes on said p he date of this contract. and covenants with the seller that the re- yer's personal, lamity or howeful.	al property described in this context is
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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 equired, 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 a required, or any of them, punct shall have the following rights:

125

(1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forleited 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.

(5) Io incluse interactions contract by suit in equity. In any of such cases, all rights and interest created or then existing in layor 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 revest in said seller without any act of resentry, or any other act of said seller to be performed and without may 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 delauit all pay-ments therefolore made on this contract are to be retained by and belong to value all seller as the agreed and reasonable rent of said premises up to the time of such delault. And the said seller, in case of such delault, shall have the right immediately, or at any time thereatier, to enter upon the land alloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging. The buyer lutther agrees that failure by the selfer at any time to require performance by the buyer of any provision hereof shall provision itself.

4.26.25

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,000.000 (b) However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). 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 lees 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 forsing party turther promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party in said suit or action and if an appeal is taken from any attorney's lees 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 hereol apply equally to corporations and to individuals. This agreement shall bind and inure to the benefit of, as the circumstances may require, pot 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 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.

W ABUNE WHILL RE IN

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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413.6 (5) • BUYER: Comply with ORS 93.905 et see prior to exercising this remedy. If is the presence to NOTE—The sentence between the symbols (0); if not applicable, should be deleted. See ORS 93.030. TREE MARKEN

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monthy parments above round. Token on sud promises for the current, ray ray shall be a ally colorate seal) (If exerted par coloration, the date of the contract.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)	
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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. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

ويتعاقد فري (DESCRIPTION CONTINUED)

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STATE OF OREGON: COUNTY OF KLAMATH: SS.

iled for record at reque	A.D., 19 <u>88</u>	at <u>3:33</u> Deeds	Federal o'clock on	P.M., and d Page 184	uly recorded in	31st Vol. <u>M88</u>	day
EE \$13.00			Evelyn I	Biehn	County Clerk		
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