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FORM No. 706—CONTRACT—REAL ESTATE—Monthly Poyments	4-41097	COPYRIGHT 1988 STEVENS, NESS LAW PUB, CO., PORTLAND, OR, 97204
OT OFFIC	CONTRACT—REAL ESTATE	Vol. m89 Paga 3
THIS CONTRACT, Made this	(UL. U . DRUDLIKE OIK	December , 19 88, between 19 tenants in common, hereinafter called the seller,
and THOMAS R.W. MAUPIN ar	nd SHARON MAUPIN, I	nusband and wife
WITNESSETH: That in consider	ation of the mutual covenar	nts and agreements herein contained, the seller the seller all of the following described lands by, State of
Linkville, now City of Ki	amath rails, olego	n on the Supplementary Plat of n, more particularly described
Beginning at a poin which bears N. 38°46'33 Westerly corner of sa Northwesterly line of sa Street a distance of 25.0 the centerline of an existence of line between Lots along said line a distance most Easterly corner of Deed Records of klamath C	id Block 40; t id Block 40; and t 19 feet to a point sting wall a dista 6 and 3, said Blo e of 25.01 feet to parcel described i ounty, Oregon; the	sterly line of said Block 40 of 92.0 feet from the most hence continuing along the he Southeasterly line of Main; thence S. 51°13'38" E. along ince of 119.95 feet to a point ock 40; thence S. 38°46'33" W. a point, said point being the n Deed Volume M84, Page 10608, ence Northwesterly along a line asterly from the Southwesterly et, more or less, to the point
그는 그는 그는 그는 그를 내가 되는 것이 되는 것이 되었다. 그는 그는 그는 것이 되는 것이 되는 것이다.	NUED ON REVERSE ST	(DE HEREOF)
(hereinafter called the purchase price) of Dollars (\$.1,00000) is paid on the seller); the buyer agrees to pay the renthe seller in monthly payments of not Dollars (\$75223) each, payable on the15thday of each mand continuing until said purchase price selected balances of said purchase price selected.	the execution hereof (the rec- nainder of said purchase price less than .SEVEN HUNDR month hereafter beginning with the said price is fully paid. All of said whall bear interest at the rate less to be paid	E. THOUSAND and NO/100 eipt of which is hereby acknowledged by the se (to-wit: \$.69,000.00) to the order of ED. FIFTY-TWO and 23/100 th the month of
The buyer warrants to and covenants with the (A), name of the property of the	seller that the real property described in thousehold nurses are thousehold nurses or come of the property of the property of the buyer agrees that at all times but there or permit any waste or strip thereof reimburse seller for all costs and attorn property, as well as all water rents, pame or any part thereof become past of the property of the pr	1 5 8 and may retain such possession so long as yer will keep the premises and the buildings, now or herealter erected foll that buyer will keep said premises Iree from construction and all will be seen to be
procure and pay for such insurance, ine sent ruly shall bear interest at the rate aloresaid, without waiv [In an amount equal to said purchase price] market except the usual printed exceptions and the building tully paid and upon request and upon surrender of buyer, buyer's heirs and assigns, free and clear of earling by, through or under seller, excepting, however the buyer and further excepting all liens and encumbri	er, however, of any right arising to the vithin 30 days from the dat table title in and to said premises in the and other restrictions and easements now this agreement, seller will deliver a goo cumbrances as of the date hereof and tr., the said easements, restrictions and thrances created by the buyer or buyer's as (Continued on reverse).	seller for buyer's breach of contract. e hereol, seller will furnish unto buyer a title insurance policy insuring the seller on or subsequent to the date of this agreement, save and of the contract of the
* IMPORTANT NOTICE: Delete, by lining out, whicheve creditor, as such word is defined in the Treth-In-Lending purpose, use Stevens-Ness Form No. 1319 or similar.	r phrase and whichever warranty (A) or (Act and Regulation Z, the seller MUST co	B) is not applicable. If warranty (A) is applicable and if the seller is a mply with the Act and Regulation by making required disclosures; for this
Frank J. & Carol J. Brod 229 Washington Street Klamath Falls, Oregon SELLER'S NAME AND ADDRES Thomas R.W. & Sharon Ma 420 Fulton Street Klamath Falls, Oregon	derick 97601 s upin 97601	County of
After recording return to: K.C.J.C.	RECORD	page
Thomas R.W. & Sharon Ma 420 Fulton Street Klamath Falls, Oregon	upin	NAME TITE By Deput

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the bit exequired, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein a shall have the following rights: a shall have the following rights:

(1) To declare this contract capcelled for default, and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain surpreviously 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 lavor of the buyer as against the seller hereunder shall utterly cease and the right epossession 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 surprises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid on account of surchase 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 payers in the contract rate to be retained by and belong to said seller, as the agreed and reasonable rent of said premises up to the time of such its. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any so 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 hereol shall in no 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 such provision, or as a waiver of the provision itself. Klumath falls, Oragon: 97501 ម៉ូន្ត ដូច្នេះស្ថិត ទី៤៤៩៩៤ ប្រទេស ដូច្នេះស្វាស់ ស្វាស់ ស្វាស់ ស្វាស់ ស្វាស់ The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 70,000.00 HANCE THE ACTUAL CONSIDERATION CONSISTS judgment or decree of the trial court, the losing party and 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. FRANK J. BRODERICK 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. CAROL J. BRODERÍCK THOMAS R. W. MAUPIN SHARON MAUPIN • BUYER: Comply with ORS 93.905 et seg prior to exercising this remedy. D A NOTE—The sentance between the symbols (D, H, not applicable, should be deleted. (If executed by a corporation, affix corporate seal) NOT CHAIN THE WAY County of Klamath STATE OF OREGON,

This instrument was a second of the County of Klamath This instrument was acknowledged before me on December This instrument was acknowledged before me on 10 88 by THOMAS R. W. MAUPIN & SHARON MAUPIN, 12-14- 1988.by FRANK J. BRODERICK CAROL J. BRODERICK XX XX Mebia Bute Notary Public for Oregon (SEAL) My commission expires: 12-19-92 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 accused and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be cond. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the paragree bound, thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. UP 112 140 C (DESCRIPTION CONTINUED) ipet "fecerds of Sfamath Courty, Throgon; whence when we suchly shong stans SABJEC1-10: raller to and 27.0 rear Northeasterry free the tournesserry Charges or assessments of the Economic Improvement District. 2. Easement Agreement, including the terms and provisions thereof, given by Charles E. Ridey, a single man, to The California Oregon Power Company, a California comporation, addated November 4, 1958; recorded November 19, 1958, in Volume 306, Page 449, Deed Records of Beyinning of a point be the porthwystern yelling a seri estate which bears it 3846.037 F. a distance of 987 feet four the prince of 987 feet. The the prince of 987 feet. and the first of the STATE OF OREGON: COUNTY OF KLAMATH:

Klamath County Title Co.

Deeds

A.D., 19 89 at 9:46 o'clock AM., and duly recorded in Vol. M89

___on Page <u>3</u> Evelyn Biehn

County Clerk

By Quelin Mullin

Filed for record at request of.

\$13.00

FEE

Jan.