| <sup>or</sup> 5269   | EEAL SSTATS-Seller Poys Existing Mortgage   | CONTRACT-REAL ESTATE   | STEVENS-NESS LAW PUB   | ISHING CO., PORTLAND, OREGON   |
|--|---|--|--|--|
| THIS CON   | TRACT M. 1  | A+b  | ptember 1. m 89  | Page1744:  |
| Kathryn L  | ouise Walker who acquir   | red title as Kath  | ryn Louise Hawk  | , 19, betw   |
| and  | Larry Gene P  |  |  | reinafter called the se  |
| •  | ******  |  |  |  |
| WITNESSE<br>agrees to sell unto  | TH: That in consideration of<br>the buyer and the buyer agree   | the mutual covenant  | s and agreements he  | einafter called the bu   |
| and premises situat  |   |  | He seller all of the f   | allowing dates it is   |
| A tract of land  | being a portion of Lot<br>ion 35, Township 38 Sou   | c 73, FAIR ACRES   | SUBDIVISION NO   | 1 to-1   |
| the County of K  | ion 35, Township 38 Southamath, State of Oregon   | th, Range 9 East   | of the Willamet  | te Meridian in t   |
|  |   | " "ore barricula   | riy described as   | 5 follows-   |
| Beginning at a   | Doint on the Work line  |  |  |  |
| thence North, n  | Lot 73; thence East, pa<br>arallel to the West lin  | arallel to the So  | th line of said  | Lot $73$ , $250$ fee   |
| on the North lin   | ne of said for 72, then   |  | 114 Leet more  | or less to a poi   |
| Lot 73; thence s   | South 174 foot to the   | Lee hebe 250 Lee   | to the Northwes  | t corner of said   |
| to Klamath Count   | ty by deed recorded Dog   | ember 5, 1963 in   | Book 349 -+ D  | at portion deede   |
|  |   |  | -Jon Jay at rag  | e JII IOR the  |
|  | orty thousand & 00/100-   |  | Dolla  | s (s 40,000 00   |
| hereof, the receipt  | te purchase price, of which \$  | 2,100.00   | has been paid at th  | time of the executi  |
| price to the order of  | the real particular price, of which \$<br>thereof hereby is acknowledged<br>the seller at the times and in t  | by the seller; the buy   | er agrees to pay the   | balance of said nurch  |
|  | and the second  | as ionow   | 3, 10-WIL:   |  |
| ine principal be   | alance of this contract<br>354.31 per month inclus  | of sale, \$34,900  | .00, pavahle in  | installmasta c   |
| taxes, the first   | 354.31 per month inclus:<br>installment to be pair  | ive of interest p  | lus 1/12 annual  | real property  |
| installment on +   | installment to be paid<br>the 5th day of every mon  | d on the 5th day   | of October, 198  | 9, and a further   |
| are paid.  | the 5th day of every mon  | ncn thereafter un  | til the full ba  | lance and interes  |
| S  | 이 이 지수는 것이 같아요. 이 가격 좋아서 가장 수는 것이   |  | a Manada ang kanala na sa  |  |
| Buyer agrees to  | make said payments on t   | the dates above n  | amed to the and  |  |
| or the survivors   | at Aspen Title & Escr   | COW, Inc., 600 Ma  | in Stroot VI   | st of the seller,  |
| All Of said purchase.  | orice may be and as a list of a   |  |  | un ralls, Oregor   |
|  | price may be paid at any time; all delerre<br>1989 until paid; interest to be paid  |  |  | per cent per ann   |
|  | a previnace for the current haral wave about  | <b>6</b>   |  | the minimum regular paying   |
| The buyer warrants to<br>*(A) primarily for b  | o and covenants with the seller that the re-<br>uyer's personal, family or household  | eal property described in this c   | ontract is   |  |
| The buyer shall he   | to and covenants with the seller that the re<br>uyer's personal, family or household purpo<br>tion or (even it buyer is a natural person)<br>nilled to purpoint at a statural person)   | is for business or commercial p  | urposes.   |  |
| buyer is not in default under  | the terms of this sent lands on AAA   | AAAAAAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   | XXXXXXXXXXX .  | retain such possession so long   |
|  |   |  |  |  |
|  |   |  |  |  |
| policies of insurance to be de<br>procure and pay for such insurance   | satisfactory to the seller, with loss payab<br>elivered to the seller as soon as insured. I<br>urance, the seller   | le lirst to the seller and then<br>Now if the buyer shall fail to  | verage) in an amount not les<br>to the buyer as their respect.   | s than \$ 40,000.00  |
| anail bear interest at the rate  | ected on said premises agains of any part<br>ected on said premises against loss or dan<br>satisfactory to the seller, with loss payab<br>elivered to the seller as soon as insured. I<br>urance, the seller may do so and any payn<br>aloresaid, without waiver, however, of an<br>remises are now subject to a contract or  | nent so made shall be added to<br>y right arising to the seller for  | and become a part of the di<br>buyer's breach of contract  | eter rents, taxes or charges or<br>ebt secured by this contract ar   |
| recorded in the Deed*, Mortg   | age*, Miscellaneous* Records al anta  | and the word mortge  | MOE MOE  | ithin its meaning a trust deed   |
|  |   |  |  |  |
| 23,479 14  | and no more, with interest naid to  | <ul> <li>September 1</li> </ul>  | ade) on which the unpaid j   | principal balance thereof at th  |
| 283.45   | ayments and to keep said contract of  | agrees to pay all suchs due an   | ty taxes;  | , payable in installments of ne  |
| the seller included for said p.  | direction of the second of the  | ses, the buyer agrees on seller  | s demand forthwith to repa   | on said mortgage promptly a  |
| the ist and the section of the secti   | licable to taxes and insurance premiums:  | ; should the seller for some   |  |  |
| tess than \$ 203.43<br>the times required for said p.<br>the seller include taxes or inst<br>aid installments so paid app<br>lefault, the buyer may pay a<br>e entitled to credit for all en-  | licable to taxes and insurance premiums;<br>sny sums required by said contract or mo<br>ims so paid by buyer against the sums no  | ; should the seller for any re-<br>rigage to be paid or otherwiz<br>ext to become due on the ab  | e perform said contract or<br>perform said contract or<br>ove purchase price nursured  | mortgage to be or become i<br>mortgage and the buyer sha   |
| tess than \$ 203.43<br>the times required for said p.<br>the seller include taxes or inst<br>aid installments so paid app<br>lefault, the buyer may pay a<br>e entitled to credit for all en-  | licable to tacks and insurance premiums,<br>any sums required by said contract or mo<br>ims so paid by buyer against the sums in<br>at seller's expense aggmentate the sums in<br>purchase price) marketable tills in and h<br>ions and the buildings.  | ; should the seller for any re-<br>rifage to be paid or otherwis<br>est to become due on the ab<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  | ason permit said contract or<br>e perform said contract or<br>pove purchase price pursuant<br>seller will furnish unto buyer   | mortgage to be or become i<br>mortgage and the buyer sha<br>to the terms of this contract<br>a title insurance policy insuring   |
| ess than \$ 203.43<br>he times required for said p.<br>he seller include taxes or inst<br>aid installments so paid app<br>lefault, the buyer may pay a<br>e entitled to credit for all es-   | bleable to tacks and insurance premiums,<br>my sums required by said contract or mo<br>and so paid by buyer against the sums m<br>at seller's expense additional against the sums m<br>at seller's expense additional against the<br>purchase price) marketable title in and t<br>ions and the building and other restriction<br>is fully paid and upon request and upon<br>to buyer, buyer's heirs and assime  | ; should the seller for any re-<br>rifeact to be paid or, otherwis<br>ext to become due on the abi-<br>XXDEXCONSIGNER (SEE XXVI)<br>Said primises in the seller of<br>and ecsements now of record,<br>surrender of this agreement.   | ason permit said contract or<br>e perform said contract or<br>ove purchase price pursuant<br>eller will furnish unto buyer<br>in or subsequent to the dat<br>il any, and the said contract<br>eller will deliver a doot  | morthage to be or become i<br>morthage and the buyer sha<br>to the terms of this contract<br>a tille insurance policy insurin<br>e of this agreement, save and<br>or morthage. Seller also agree<br>utilizing  |
| ess than \$ 203.43<br>he times required for said p.<br>he seller include taxes or inst<br>aid installments so paid app<br>lefault, the buyer may pay a<br>e entitled to credit for all es-   | The permitting on said described premi-<br>ticable to tacks and insurance premiums,<br>my sums required by said contract or mo-<br>time so paid by buyer against the sums in<br>at seller's expense account of the sums in<br>purchase price) marketable tille in and th<br>ions and the building and other restrictions<br>is tully paid and upon request and upon<br>to boyer, buyer's heirs and assign, free a<br>er, the said easements and restrictions, an<br>encountbrances created by the buyer or buyer<br>of the sources the said of the super or buyer or buyer of buyers heirs of the said of the said of the super or buyer or b | ; should the seller for any re-<br>rifeget to be paid or otherwit<br>ext to become due on the ab-<br>to said primises in the seller of<br>a surferents now of second,<br>surrender of this agreement, s<br>and clear of all encumbrances<br>and clear of all encumbrances<br>and clears, municipal liens, w<br>yer's assigns.  | ason permit said contract or<br>e perform said contract or<br>ove purchase price pursuant<br>eller will furnish unto buyer<br>in or subsequent to the dat<br>il any, and the said contract<br>eller will deliver a good and<br>since said date placed, perm<br>alter rents and public charge   | mortigage to be decome i<br>mortigage and the buyer sha<br>to the terms of this contract<br>a tille insurance policy insurin<br>or mortigage. Seller also agree<br>sulficient deed conveying and<br>itted or arising by, through o<br>so assumed by the hurse  |
| ces than \$ 2003.43<br>he times required tor said p<br>he seller include taxes or inst<br>ad installments so paid app<br>lefault, the buyer may pay a<br>te entitled to credit for all su<br>The seller agrees that a<br>in an amount equal to said<br>scept the usual printed except<br>he when said purchase price<br>remises in lee simple, unto it<br>neder seller, excepting howev,<br>atther excepting all liens and   | tions and the building and other restrictions<br>is fully paid and upon request and upon<br>he buyer, buyer's heirs and assigns, free a<br>cer, the said easements and restrictions, an<br>encumbrances created by the buyer or buy   | said primises in the seller c<br>s and easements now of record,<br>surrender of this agreement, s<br>and clear of all encumbrances<br>nd the taxes, municipal liens, w<br>yer's assigns.   | n or subsequent to the dat<br>il any, and the said contract<br>eller will deliver a good and<br>since said date placed, perm<br>rater rents and public charge  | a thic insurance policy insurin<br>or mortgage. Seller also agree<br>sufficient deed conveying sal<br>itted or arising by, through o<br>so assumed by the buyer and  |
| ers than \$ 200.430<br>he times required for said p<br>he seller include stars or inst<br>aid installments so paid app<br>lefault, the buyer may pay a<br>be entitled to credit for all su<br>in an amount equal to said<br>scept the usual printed except<br>the usual printed except<br>remises in lee simple, unto it<br>neder seller, excepting all liers and<br>IMPORTANT NOTICE: Delete, b<br>s such word is defined in the 1<br>s Stream-Ness from No. 1319.  | tions and the building and other restriction<br>is fully paid and upon request and upon<br>the buyer, buyer's heirs and and the start<br>encumbrances created by the buyer or buy<br>by lining out, whichever phrase and whicheve<br>Truth-in-Lending Act and Regulation 2, the sa<br>encumbrances created by the buyer or buy  | b and casements now of second,<br>surrender of this agreement, s<br>and clear of all encumbrances<br>of the laxes, municipal liens, w<br>yer's assigns.<br>(Continued on Reverse)<br>er waronhy (A) or (B) is not app<br>lier MUST comply with the Arr.  | n or subsequent to the dat<br>il any, and the said out of and<br>since said date placed, perm<br>after rents and public charge<br>likebla. If warranty (A) is app  | e of this agreement, save and<br>or mortgage. Seller also agree<br>sufficient deed conveying sais<br>itted or arising by, through o<br>is so assumed by the buyer and<br>is so assumed by the buyer are<br>iscole ond if seller is a creditage   |
| ces than \$ 2003.43<br>he times required tor said p<br>he seller include tares or imp<br>ad installments so pains<br>lefault, the buyer may pay a<br>se entitled to credit for all su<br>The seller agrees that a<br>the seller agrees that a<br>to credit burchase price<br>that when said purchase price<br>remises in fee simple unto the<br>nder seller, excepting, howev<br>atther excepting all liens and<br>IMPORTANT NOTICE: Delete, b<br>is such word is defined in the<br>se schewan-Ness Form No. 1319,<br>Taber or Louti Spe We  | tions and the building and other restriction<br>is fully paid and upon request and upon<br>the buyer, buyer's heirs and assigns, free a<br>erc, the said easements and restrictions, an<br>encumbrances created by the buyer or buy<br>by lining out, whichever phrase and whicheve<br>Truth-in-Lending Act and Regulation Z, the se<br>or equivalent.  | and easements now of record,<br>surrender of this agreement, s<br>and her of all encumbrances<br>and her of all encumbrances<br>of a sease, municipal liens, w<br>are a savign.<br>(Continued on Reverse)<br>is wornenty (A) or (B) is not opp<br>siler MUST comply with the Act of  | n or subsequent to the dat<br>il any, and the said out of and<br>since said date placed, perm<br>after rents and public charge<br>likebla. If warranty (A) is app  | e of this agreement, save and<br>or mortgage. Seller also agree<br>sufficient deed conveying sais<br>itted or arising by, through o<br>is so assumed by the buyer and<br>is so assumed by the buyer are<br>iscole ond if seller is a creditage   |
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| ens than \$ 203.43<br>he times required tor said p<br>he seller include tares or insid<br>and installments so paid ap<br>lefault, the buyer may pay a<br>be entitled to credit for all su<br>in an amount equal to said<br>scept the usual printed except<br>hat when said purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>remises in the purchase price<br>remises in the purchase price<br>remises price price price<br>remises price price price<br>remises price price price price<br>remises price price price price<br>remises price price price price price<br>remises price price price price price price<br>remises price price price price price price price price<br>remises price pri   | tions and the building and other restriction<br>is fully paid and upon request and<br>he buyer, buyer's heirs and assigns, troop<br>erc, the said easements and restrictions, an<br>encumbrances created by the buyer or buy<br>by lining out, whichever phrase and whicheve<br>truth-i-lending Act and Regulation Z, the se<br>or equivalent.<br>Alker<br>Venue<br>Cegon 97601 cp  | o said primises in the selfer of<br>surrender of this agreement, so<br>and clear of all encumbrances<br>of the taxes, municipal liens, w<br>yer's assign.<br>(Continued on Reverse)<br>is waronty (A) er (b) is not app<br>aller MUST comply with the Act of   | n or subsequent to the dat<br>if any, and the said contract<br>eller will deliver a good and<br>since said date placed, perm<br>after rents and public charge<br>licoble. If warranty (A) is opp<br>and Regulation by making requ<br>STATE OF ORE(<br>County of<br>I\certify th  | e of this affectment, save and<br>output affectment, save and<br>output affectment, save and<br>output affectment affectment<br>with the direct conveying save<br>interd or arising by, through o<br>so assumed by, the buy o<br>so assumed by, the buy o<br>so assumed by the |
| ens than \$ 203.43<br>he times required tor said p<br>he seller include tares or insid<br>and installments so paid ap<br>lefault, the buyer may pay a<br>be entitled to credit for all su<br>in an amount equal to said<br>scept the usual printed except<br>hat when said purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>state of the purchase price<br>remises in the purchase price<br>remises in the purchase price<br>remises in the purchase price<br>remises price price price<br>remises price price price<br>remises price price price price<br>remises price price price price<br>remises price price price price price<br>remises price price price price price price<br>remises price price price price price price price price<br>remises price pri   | tions and the building and other restriction<br>is fully paid and upon request and<br>he buyer, buyer's heirs and assigns, troop<br>erc, the said easements and restrictions, an<br>encumbrances created by the buyer or buy<br>by lining out, whichever phrase and whicheve<br>truth-i-lending Act and Regulation Z, the se<br>or equivalent.<br>Alker<br>Venue<br>Cegon 97601 cp  | o said primises in the selfer of<br>surrender of this agreement, so<br>and clear of all encumbrances<br>of the taxes, municipal liens, w<br>yer's assign.<br>(Continued on Reverse)<br>is waronty (A) er (b) is not app<br>aller MUST comply with the Act of   | n or subsequent to the dat<br>if any, and the said contract<br>eller will deliver a good and<br>since said date placed, perm<br>after rents and public charge<br>licoble. If worranty (A) is opp<br>and Regulation by making requ<br>STATE OF ORE(<br>County of<br>County of<br>Certify th<br>ment was, received   | e of this affectment, save and<br>output affectment, save and<br>output affectment, save and<br>output affectment affectment<br>with the field conveying save<br>interd or arising by, through o<br>so assumed by the buyer and<br>is a save affectment affectment<br>is a save affectment affectment affectment<br>is a save affectment affectment affectment<br>is a save affectment affectment affectment affectment affectment<br>is a save affectment affectment affectment affectment affectment affectment<br>is a save affectment affec   |
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T Sti And it is understood and agreed between said parties that time is of the essence of this contract, an open enquired, or any of them, purchash within 20 days of the time limited therefor, or tail to keep any a tion shall have the following rights: the payments lier at seller's

option shall have the following rights: (1) To declare this contract cancelled for delault and null and yold, and to declare the purchaser's rights forleited and the debt estinguished, and to retain imms previously paid hereunder by the buyer,<sup>\*</sup> (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 declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or (3), To declare this contract by anil 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 to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as aboutief, fully and perfectives and blong to said seller as the afreed and resers then rade; and in case of such delauit any right of the said seller and the said seller returned and without any set of returns, or any other set of this contract are to be retained by and belong to said seller as the afreed and resers then made; and in case of such delauit all pay-ments theretolore made on this contract are to be retained by and belong to said seller as the afreed and resensite returned the land seller, in case of such delauit and the said seller in mediately, or at any time thereafter, to enter upon the land allowersaid, without any process of law, and take immediate possession thereof, together with all the improvements and sepurenances thereon or there belonging. The hume furthere advect that the the law the seller at any time thereafter, to enter upon the land allowersaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtances thereon or there belonging.

The buyer lutther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way allect seller's 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 uch provision, or as a waiver of the provision itsell. right E

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In case suit or action is instituted to foreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's less to be allowed the prevailing party in said suit or action and it an appeal is taken from any indigener 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 fees on such appeal.

attorney's tess 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 it the context so requires, the singular provisions hereol apply equally to corporations and to individuals. This agreement shall be in 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 bein 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; il 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.

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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• BUYER: Comply with OES 93.903 et seq prier to exercising this remedy. NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030. 11 1 491 Million 11 1819 4

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a course the form of acknowledgment

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STATE OF OREGON, STATE OF OREGON. County of Klamath County of Klamath This instrument was acknowledged before me on Sept. 15 . С This instrument was acknowledged before me on 1989, by Kathryn louise walker Larry Gene Price SEALS My commission expires: Mar 4, 1992 My commission expires: Mar 4, 1992 1. Kg 1. references and a second se A second secon 0 571 A. Notary Public for Oregon Colla Cont (SEAL)

ORD 92,635 (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 couled and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of decis, by the conveyor of the title to be con-l. Stehr imstruments, or a memorandum, thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-ref bound thereby. I give good OFA to CAREA thereby the conveyor not later than 15 days after the instrument is executed and the parveyed. CORS 93,990(3) Violation of ORS 93,635 is punishable, upon conviction, by a fine of not more than \$100.

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