	CONTRACT-REAL ESTATE-A		CONTRACT-REAL E	STATE	Vol. <u>m90</u> Page 65	
THI	33:56 Is contract, M	lade this 29		March	, 1990 Eugene, Oregon 97404 hereinaiter called th	between
	George R. Burk			Orogon 974	78 And	
and Line	da L. Beebe, 57 Opal Lowell,	70 S 47th St. 38158 Place R	J., Fall Cree	k, Oregon 97	1438 hereinafter called the freements herein contained, the	e buyer, be seller
WIT	TNESSETH: That	in consideration	of the mutual c	from the colle	+ all of the following describe	ed lands
allrees to s and premi	ses situated in	Klanath		County, State o	oregon	, to-wit:
	T-F # 40 FL N	wi swi wei se	ction 19, TW	255, R8E, W	.M.Five acres M. or L.	
	LOL # 40 L2 A	thirty foot (30 ft.) wide	easement on	North boundary for	
	subject to u	w use. Subjec	t to a power	utility eas	ement. Subject to	
		and restricti				
	1.65et vacious					
	···	have and whether	****	******	one hundred wenty five *	0.00
for the st						
(hereinar Dollars ((\$ 1,125.00)	is paid or the exe	ecution hereof (the receipt of w	which is hereby acknowledge t: \$.5,875.00) to the	e order
seller); t	the buyer agrees to	pay the remaind pents of not less t	han One hun	dred twenty	t: \$ 5,875.00 to the five	
Dollars ((\$ 123.00)	each,				
				ing with the mo	nth of price may be paid at any tir	., <i>19</i>
payable	on the	ourchase price is	fully paid. All o	f said purchase	price may be paid at any tir per cent_per annum from	ne; all c
ferred b	alances of said pure	chase price shall i	bear interest at t	he rate of hlv	and * { the period of the peri	minim
April	25 , 1990	l paid, interest to	be paid		Deing mended m	******
monthly	/ payments above r hereitextsxtxtxtkix법법	equired. Faxes on texeschiber obtinitie	#** Taxes (n said prem	ises for the current ta	ix year
The	e buyer warrants to and co	wenants with the seller t	are pal that the real property of old purgers	lo DY Line Se. lescribed in this contra	ises for the current ta ller. state 1990, and may retain such posse the premises and the buildings, new or l	
buyer is no thereon, in	of in delault under the terr a good condition and repai	ms of this contract. The ir and will not suffer or ess therefrom and reimb	buyer agrees that at all permit any waste or s urse seller for all costs	trip thereol; that buy and attorney's lees in	b the premises and the buildings, now or f er will keep said premises tree from cons surred by seller in detending against any es and municipal liens which hereafter h buyer's expense, buyer will insure and	such liens; wfully ma
other liens	and save the senter the	interfundations and proper	rtv. as well as all wale	r rems, puone one	toward anone briver will insure and	кеер пізліс
imposed u	now or herealter erected o	n said premise against tory to the seller, with	loss or deniage by the loss payable first to the	he seller and then to I buyer shall fail to pay	the buyer as their respective interests may any such liens, costs, water rents, taxes	or charges his contract
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M. Lowely

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 afove required, or any of them, punctually within 20 days of the time limit d therefor, or Isil 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 forleited and the debt extinguished, and to retain "sums previously paid hereunder by the buy ris" (2) To declare the whole unpaid principal basined of said purchase price with the interest thereon at once due and payable; and/or (3) To foreclose this contract by suit in equify. In any of such cares, all rights and internst cracted or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession in the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for manys paid belief to be pelormed and with any rights and neare of a suid seller to be pelormed and with any right of the boyer of return, reclamation or compensation for manys paid belief to be pelormed in and belong to said weller as the agreed and reasonable rent of said premises ubove described and all other rights acquired and such payments had never been made; and in case of brief to be returned in the object of a suid prometry as ubsolutely, hully and perfectly as if this contract are a to be returned by and belong to said weller as the agreed and reasonable rent of said premises ubove described by and belong to said veller as the agreed and reasonable rent of said premises up to the time of such rents theretolore wid seller, in cuse of such de bor the boyer is and veller as the agreed and reasonable rent of said premises up to the addressid, without any process of law, ard take immediate possession threed, together with all the improvements and appurtenances thereon or thereto belongi

process of law, and take immediate possession (Aereo), together with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the refler at any time to require performance by the buyer of any provision hereof thall in no way affect seller's right hereinder to enforce the same, nor shall any will be 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 providen its if.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; it 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

Ercy

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 FROPERTY SHOULD CHECK WITH THI: APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

• BUYER: Comply with ORS 93.905 at seq prior to exerc sing this remedy. NOTE—The sentence between the symbols (), if not applicable, should be deloted. See ORS 93.030.

(If executed by a corporation,

unix colpoiete e e		
(If the signer of the abave is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON.	STATE OF OREGON,)) 55.
County of Lane) ss. This instrument was acknowledlied before me on 4-9- , 19 90 by	County of This instrument was acknowledged before me on 19, by	······································
George R. Burke	as	••••••••••••••••••••••••••••••••••••••
Notary Public for Oregon	Notary Public for Oregon	(SEAL)
(SEAL) (My commission expires / 56716-91	My commission expires:	the date that the instrument
ORS 44,425 (c) All instruments contract r z to convey fee ti is corrected in the parties irre bound, shall be acknowledged, in th second Such Matements, or a memorandum thereof, shall be rece ties are bound thereby. ORS 03.500(3) Violation of ORS 93.635 is punishable, upon	ried by the conveyor hos said	rument is executed and the par

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: \$5.

Filed for record at request of	<u>George R. Burke</u> 90 at <u>11:24</u> o'clock <u>A.M.</u> , and du	the toth day uly recorded in Vol. <u>M90</u> ,
	Deeds on Fage Fyelyn Biehn	County Clerk
FEE \$33.00	By South	ne Muilendare