DRM No. 706-CONTRACT-REAL ESTATE-Monthly Pay	CONTRACT-REAL ESTATE	Vol mad Pana 18866
	a 24th day ofA	Vol. <u>m9</u> Page <u>18866</u> ugust <u>7990</u> , between
NUCCI, G., M. MANANA		nereinarter caneu inc onior,
nd Ronald Wayne Neet, Jr	Toot h	high and will will will will be a second and and and will be a second an
		t - transmiss herein contained, the seller
WITNESSETH: That in con	e buyer agrees to purchase from	the seller all of the following described lands ty, State of
nd premises situated inK	lamathCour	ty, State ofOregon, to-wit:
a orbibit	"A" attached hereto and	made a part hereof as
if fully wri	tten herein.	1946년 - 요즘 일상에 가격했다. 전 1971년 1971년 1971년 1971년 1971년 - 1971년 - 1971년
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	ne remainder of build period	100
the seller in monthly payments of	f not less than two hundr	ed and no/100
D the seller in monthly payment	of not less thantwo hundr	ed and no/100
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Robert E. SCONCE

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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 required, or any of them, punctually within 20 days of the lime limited therefor, or fail to keep any agreement herein contained, then the seller at seller's 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 (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 (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 loreclose this contract by suit in equiv. (3) To loreclose 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 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 set of to the possession of the premises above described and all other rights acquired by the buyer of terun, reclamation or compensation for moneys paid on account of the purchase of asid property as absolutely, tully and perfectly as it this contract and such payments had never been made; and in case of such default all pay-ments 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 ments theretofore made on this contract are to be retained by and belong to said seller as the agreed and resonable rent of said premises up to the time of such methy and take immediate possession thered, together with all the improvements and appurtenances thereon or thereto belonging.

s of raw, and take ininfeduate possession interest, together with an ine improvements and appurtenances interest 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 allect i becaude 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 bre uch provision, or as a waiver of the provision itself. right h

. () However, the actual consideration consists The true and actual consideration paid for this transfer, stated in terms of dollars, is \$8,000,00

Includes other property or value given or promised which is the whole consideration (indicate which). () includes other property or value given or promised which is the whole consideration (indicate which). () 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 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 next or decree of the trial court, the losing party further promises to pay such such as the appellate court shall adjudge reasonable as the prevailing party's ney's less on such appeal.

altorney's lees on such appeal. In construing this contract, it is understood that the seller or the buyer may be more than one-perion or a corporation; that if the context so requires, the indular 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, not only the immediate parties hereto but their respective heirs, administrators, personal representatives, successors in interest and assigns as well. 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

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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. 201 (B. 1973)

20.65

TRUES - WEINER STRACTURE

• BUYER: Comply with ORS 93,905 at say prior to exercising this remedy. - BUTER: Comply with ORS 73,707 et see prior to exercising the transformation of the sentence between the symbols (), if not opplicable, should be deleted. See ORS 93,030, NOTE—The sentence between the symbols (), if not opplicable, should be deleted.

(If executed by a corporation, sparse; exception exception to the creative (A) (1000) offic corporate seal)

(If the signer of the above is a corporation, use the farm of acknowledgment opposite.) STATE OF OREGON) **55.** County of STATE OF OREGON, County of the poly of the constraints of the constr September 14, This instrument was acknowledged before me on-BY RONALD WAYNE NEET JR AND KAREN LYNN NEE RobertoBASconce ot relee 1003200 (SEAL) Computer Computer Notary Public for Oregon (SEAL) Computer States of Computer Stat Notary Bu 5.22,94 TO DI TOSEAL) My commission expires: e instrument

(DESCRIPTION CONTINUED)

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from Bod mate the first point of the first point of the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of decis, by the conveyor of the first point instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument instrument instruments and there is bound thereas. re bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. Such instrume bound thereby veyed. a

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EXHIBIT "A"

A parcel of land situated in the W 1/2 W 1/2 of the NW 1/4 of Section 28, Township 31 South, Range 7 East of the Willamette Meridian more particularly described as follows:

Beginning at a 5/8" iron pin marking the N.E. corner of the W 1/2 W 1/2 NW 1/4 of said Section 28, thence from said point of beginning South 00 degrees 02' 47" West along the East line of the said W 1/2 W 1/2 NW 1/4 1328.06 feet to a 5/8" iron pin, thence South 1/4 1328.06 feet to a 5/8" iron pin, thence South 89 degrees 50' 37" West 328.88 feet to a 5/8" iron pin, thence North 1328.06 feet to a 5/8" iron pin on the north line of the NW 1/4, thence North 89 degrees 50' 37" East along the North line of the said NW 1/4 329.95 feet to the point of beginning containing 10 acres more or less.

TA #3107 02800 00400

Together with: an easement for ingress and egress 30.00 feet in width more particularly described as follows: The Northerly 30.00 feet to the W½W½NW½ of said Section 28.

STATE O	F OREGON:	COUNTY OF KLAMATH: ss. the 20th	day
Filed for	record at required	est of <u>Klamath County Title Co.</u> A D. 19 <u>90</u> at <u>9:44</u> o'clock <u>AM.</u> , and duly recorded in Vol. <u>M90</u> 18866.	
of		of Deeds County Clerk County Clerk	
FEE	\$38.00	By <u></u>	