THIS CONTRACT, Made theTh	°36568	CONTRACT-R		ol. <u>mg1</u> Page 22395
The burger second of the 20th American and State of	THIS CONTRACT	, Made the 7th	day ofOc	tober, 19.91, between
of the County of	••••••	Walcon ny Aver		tuningtion called the
seller, and       Will Ham Dr. mind Trink L. and Trink L	of the County of Was	hington and State	or	
of	seller, and W1111	all M. and Hary D.		of the Count
Additon, Tract 1076, Klamath County, Oregon.         Additon, Tract 1076, Klamath County, Oregon.         for the sum of	of <u>Washington</u> WITNESSETH, Th	hat in consideration of the stipul	ations herein conta	ained and the payments to be made a
For the sum of		e e Block 8. Ant	elope Meadow	s, Third
for the sum of	gonden som fin	in the product of the second s		
for the sum of		1. T.		
for the sum of	have been at the second	THE FORMER		
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The sum of		and the second		
Balance of \$16,500.00 to be paid in monthly payments shall be due on the 20th day of October 1991 and a like payment on the 20th day of October 1991 and a like payment on the 20th day of each month thereafter until the whole sum principal and interest is paid in full.         The buyer shall have the right at any time to pay additional monies to reduce the principal balance without penalties.         The buyer shall have the right at any time to pay additional monies to reduce the principal balance without penalties.         The boyer prend, kenny of the shire that the red property described in the context he is a state of the shire of the sh	on account of which	nereof (the receipt of which is her seller with interest at the rate of	1	by the seller) and the remainder to
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<sup>a</sup> IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warronty (A) is opplicable and if the creditor, as such worthers Form No. 1319 or similar. <sup>a</sup> IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warronty (A) is opplicable and if the selfer MUST comply with the Act and Regulation by making required directow creditor, as such worthers Form No. 1319 or similar.             Walton H. Reeve         P.O. Box 351         Forest Grove, OR 97116         SELLER'S NAME AND ADDRESS         William M. Berrigan         12640 SW Conestoga Dr.         Beaverton, OR 97005         Buver's NAME AND ADDRESS         After recording return to:         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         Forest Grove, OR 97116         Matter according return to:         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         Muster ADDRESS. 21P         Walta change is requested all tax stolements shall be sent to the following address.           space Reserved         Recorders suse             Walta change is requested all tax stolements shall be sent to the following address.           POR	against loss or damage by fire ( will have all policies of insuran to the seller as soon a	co on said premises made payable to the sel insured. All improvements placed thereon a	ler as seller's interest may hall remain, and shall not	be removed before final payment be made for said
Walton H. Reeve       STATE OF OREGON,         P.O. Box 351       County of         Forest Grove, OR 97116       County of         SELLER'S NAME AND ADDRESS       County of         William M. Berrigan       County of         12640 SW Conestoga Dr.       Beaverton, OR 97005         Buver's NAME AND ADDRESS       SPACE RESERVED         Walton H. Reeve       o'clock         P.O. box 351       Forest Grove, OR 97116         Forest Grove, OR 97116       NAME ADDRESS ZIP         Walta change is requested all tax stolements shall be sent to the following address.       Witness	described premises.	(Contin	ued on reverse)	the self and if the self
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Walton H. Reeve         P.O. Box 351         Forest Grove, OR 97116         SELLER'S NAME AND ADDRESS         William M. Berrigan         12640 SW Conestoga Dr.         Beaverton, OR 97005         Buver's NAME AND ADDRESS         After recording return for         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         NAME ADDRESS. ZIP         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         NAME. ADDRESS. ZIP         Walta change is requested all tax stolements shall be sent to the following address.	purpose, use Stevens-Ness Form No	. 1319 or similar.		
P.O. Box 351         Forest Grove, OR 97116         seller's NAME AND ADDRESS         William M. Berrigan         12640 SW Conestoga Dr.         Beaverton, OR 97005         Buyers NAME AND ADDRESS         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         NAME. ADDRESS         Walton H. Reeve         P.O. box 351         Forest Grove, OR 97116         NAME. ADDRESS. ZIP         Walta change is requested all tax statements shall be sent to the following address.	Walton H. R	eeve	88 yr ef e trans	STATE OF OREGON,
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Until a change is requested all tax statements shall be sent to the following address.	Forest Grov	AME. ADDRESS. ZIP	and the second of the	
		interests shall be sent to the following address.	1.1 A state of the state of	
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## DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

Parcel 1:

A parcel of land situated in the NE<sup>1</sup>/<sub>5</sub>W<sup>1</sup>/<sub>4</sub> of Section 7, Township 24 South, Range 7 E.W.M., described as follows:

The North 82 feet (measured at right angles to the North line thereof) of the following described parcel: Beginning at a point on the West line of said NE<sup>+</sup>SW<sup>+</sup> which is 630 feet North of the Southwest corner thereof; thence East, parallel with the South line of said NE<sup>+</sup>SW<sup>+</sup> to the Westerly right of way line of Highway #58; thence N. 16°21'06" W. along said right of way line a distance of 268.7 feet, more or less, to the Southeast corner of parcel described in Deed to Clarence W. Reeve, recorded in Volume M84 page 19845, Deed records of Klamath County, Oregon; thence West along the South line of last mentioned parcel to the West line of said NE<sup>+</sup>SW<sup>+</sup>; thence South along said West line a distance of 255.5 feet, more or less, to the point of beginning; said parcel containing 4.09 acres, more or less.

## Parcel 2:

A parcel of land situated in the NE<sup>+</sup>SW<sup>+</sup> of Section 7, Township 24 South, Range 7 E.W.M., Klamath County, Oregon, described as follows:

Beginning at a point on the West line of said NE $\frac{1}{5}$ SW $\frac{1}{4}$  which is South a distance of 330 feet from the Northwest corner thereof, said point being the Southwest corner of parcel conveyed to Edward Lynes, et ux, by Deed recorded in Volume M78 page 5852, Deed records of Klamath County, Oregon; thence continuing South along the West line of said NE $\frac{1}{5}$ SW $\frac{1}{4}$  a distance of 100 feet to a point; thence East, parallel with the North line of said NE $\frac{1}{5}$ SW $\frac{1}{4}$  to the Westerly right of way line of Highway \$58; thence N. 16°21'06" W. along said right of way line a distance of 104.96 feet, more or less, to the Southeast corner of said parcel described in Volume M78 page 5852; thence West along the South line of aforementioned parcel to the point of beginning. Said parcel containing 1.48 acres, more or less.

## STATE OF OREGON: COUNTY OF KLAMATH: s

Filed fo	or record at request	t of	Walton H. H	Reeve	the 28th day
of	Oct.		at 10:14	o'clockAM., a	and duly recorded in Vol. <u>M91</u> ,
		of	Deeds	on Page	
				Evelyn Biehn	<ul> <li>County Clerk</li> </ul>
FEE	\$38.00			By Qare	line Mulendor.

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The seller agrees that at seller's expense and within 60, days from the date hereof, seller will lurnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) market able title in and to said premises in the seller on or subsequent to the date of this agreement, save and intuiting a subset of the seller of the seller of the seller of the seller seller will deliver a good and sufficient deet conveying said purchase price is agreent the usual printed exceptions and the building a "differentiate, seller will deliver a good and sufficient deet conveying said premises in lee simple unto the area of the seller of and assign, free and clear of the seller of and assign, free and clear of the seller seller will deliver a good and sufficient deet conveying said premises in lee simple unto the area market assign. Suprementations and the bayer, buyer and lurther excepting all items and encumbrances created by the buyer or buyer's assigns. But in case the buyer shall fail to make the payments allocated of any of them, performance being declared to be of the essence of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, the buyer of buyer and suffer the following rights:
 (1) To declare this contract cancelled to default and null and void, and to declare the purchase's rights lorleited and the debt extinguished, and to retain sums previously paid her sunder by the buyer;"
 (3) To declare the whole supplies contract by suit in case the super the scale of static terms or controlicated or state or the state of the interest cancelled to default and null and void, and to declare the purchase's rights lorleited and the debt extinguished, and to retain sums previously paid here under by the buyer;"
 (3) To declare the whole supplies contract by suit in case the super scale of the state or the interest thereon at once due and payable; and/or
 (3) To declare the whole unpaid price area of and price area of the existing in laver of

(3) To toreclose this contract by suit in equity. In any of such cases, all the right and interest hereby created or then existing in favor of the buyer derived under this agreement shall utterly cease and the premises aforesaid shall revert and revest in the seller without any declaration of forefeiture or act of re-entry, or without any other act by seller to be per-formed and without any right of the buyer of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

ement had never been made. 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 affect soller'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 such provision, or as a waiver of the provision itself. right he

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 22,500.00 BONNEL MANNEL MANNEL

attorney's lees on such appeal. In construing this contract, it is understood that the sellor or the buyer may be more than one person or a corporation; that if the context so requires, the singular provisions hereod 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, accounts, 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.

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.

\* BUYER: Comply with ORS 93.905 at sag prior to exercising this remedy. NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

) \$5. STATE OF OREGON, County of ... STATE OF OREGON, 82 gounty of Marworl and Personally appeared ..... ctober 15 , 1991 who, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the president and that the latter is the fer Can secretary of a corporation, , a corporation, and that the seal atlixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. nad ackno ledged the foregoing instruvoluntary act and deed. ment to be .... (OFFICIAL me Before me: ncla ukou (OFFICIAL SEAL) SEAL) Notary Public for Oregon Notary Public for Oregon My commision expires 07-28 95 My commission expires:

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 93,930 (3) Violation of ORB 53.535 tripunishable, upon conviction, by a fine of not more than \$100.

