FORM No. 706—CONTRACT—REAL ESTATE—Monthly Payments.		GHT 1992 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204	
<sup>NL</sup> 52138	CONTRACT—REAL ESTATE	Vol. mg 2 Page <b>23727</b> @	<b>3</b>
THIS CONTRACT, Made this David G. and Linda S Crider as hus	day of Sep band and wife	ptember 30 ,19 <sup>92</sup> ,between	
and CARL EDWARD ADKINS AND CAROL JE	AN ADKINS as husband	d and wife	
WITNESSETH: That in consideration agrees to sell unto the buyer and the buyer a	n of the mutual covenants agrees to purchase from ti	s and agreements hereinafter called the buyer, s and agreements herein contained, the seller he seller all of the following described lands y, State ofOREGON, to-wit:	
PARCEL #3 a parcel of land s W.M., Klamath County, Oregon, an			
BEGINNING AT A POINT, A#5 PLAST OF SECTION 30 BEARS S 20°26'33" ANGLE TO MAIN STREET PROJECTED, CAPPED STEEL ROD; THENCE ALONG 03'24" E 50.0 FEET TO A #5 PLAS AT A RIGHT ANGLE TO MAIN STREET PLASTIC-CAPPED STEEL ROD; THEN PROJECTED, S39°03'24" W 50.0 FE	E 1307.1 FEET; THE N 50°56'36" W 120.0 THE SE LINE OF MAIN TIC-CAPPED STEEL ROL PROJECTED, S 50°56' CE ALONG A LINE PARA	ENCE ALONG A LINE AT RIGHT  O FEET TO A #5 PLASTIC-  N STREET PROJECTED, N 39°  D; THENCE ALONG A LINE  '36" E 120.0 FEET TO A #5  ALLEL WITH MAIN STREET	
TAX ACCOUNT 2409-30CD-01601			
		•	
for the sum of TWELVE THOUSAND AND NO/ hereinafter called the purchase price, on accou	100	Dollars (\$ 12,000.00 ),	
Dollars (\$500.00 is paid on the exseller); the buyer agrees to pay the remaind seller in monthly payments of not less than Obollars (\$151.97 is each MONTH. I	decution hereof (the receiver of the purchase price (NE HUNDRED FIFTY ONE n addition to the major of the escrow column and the escrow column and the escrow and the purchase rate of TEN percent of the paid MONTHLY	ipt of which is hereby acknowledged by the (to-wit: \$11,500.00	
parties hereto as of the date of this contract.			
The buyer warrants to and covenants with the s *(A) primarily for buyer's personal, family or (BXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	household purposes,	•	
long as buyer is not in default under the terms of thi buildings, now or hereafter erected thereon, in good buyer will keep the premises free from construction a costs and attorney's fees incurred by seller in defendi property, as well as all water rents, public charges a promptly before the same or any part thereof become	is contract. The buyer agrees the condition and repair and will inded all other liens and save the ng against any such liens; that municipal liens which heres past due; that at buyer's expe	after lawfully may be imposed upon the premises, all ense, buyer will insure and keep insured all buildings	
now or hereafter erected on the premises against loss of in a company or companies satisfactory to the seller, seller and then to the buyer as their respective interesting insured. Now if the buyer shall fail to pay any such listler may do so and any payment so made shall be at the rate aforesaid, without waiver, however, of any	specifically naming the seller as sts may appear and all policies ens, costs, water rents, taxes or ided to and become a part of th	charges or to procure and pay for such insurance, the he debt secured by this contract and shall bear interest	VAL
*IMPORTANT NOTICE: Delete, by lining out, whichever ph if the seller is a creditor, as such word is defined in the Trut making required disclosures; for this purpose, use Stevens-Ne	th-in-Lending Act and Regulation 2		
DAVID G. AND LINDA S. CRIDER		STATE OF OPPOSI	
HC 32 BOX 80 GICHRIST, OREGON 97737		STATE OF OREGON, County of	
Grantor's Name and Address  CARL EDWARD AND CAROL JWAN ADKINS		I certify that the within instrument was received for record on theday of	Ì
P.O.BOX306 GILCHRIST, OREGON 97737	SPACE RESERVED		- II
Grantee's Name and Address	FOR	book/reel/volume Noon page	
After recording return to (Name, Address, Zip):  KENCO DATA SERVICES, INC.	RECORDER'S USE	ment/microfilm/reception No,	
P. O. BOX 6898 BEND, OR 97708		Record of Deeds of said County.  Witness my hand and seal of	
Until requested otherwise send all tax statements to (Name, Address, Z	ip):	County affixed.	
CARL EDWARD ADKINS PO BOX 306		NAME TITLE	$\forall$
GILCRIST OR 97737	••••••••••••••••••••••••••••••••••••••	By, Deputy	

The seller agrees that an experience the seller agree that an experience the seller agree that an experience the seller agree that a seller agreement and the seller agreement and seller an experience the seller agreement and seller and seller agreement agreement agreement agreement and seller agreement agreement and seller agreement a And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement contained, then the seller shall have the following rights and options: (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;\*

(2) To declare the whole unpaid principal balance of the 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 tavor of the buyer as against the seller hereunder shall revert to cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to 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 the seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of and revest in the seller without any act of re-entry, or any other act of the performed and without any right of the buyer of and revest in the seller without any act of re-entry, or any other act of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation to moneys paid on account of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as it return, reclamation or compensation or comp 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 seller's right hereunder to enforce the same, nor shall any waiver by the seller of any breach of any provision hereof be in no way affect seller's right hereunder to enforce the same, nor shall any waiver of the provision itself.

held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. Contemporraneously herewith, the seller has executed the above mentioned deed (on a form hereby approved by byer) and has placed said deed together with an executed copy escrow agent, with instructions with instructions to deliver said deed to buyer, his heirs or assigns upon full payment the purchase price

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,000.00

Oppositely the said deed to buyer, his heirs or assigns upon full payment

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Oppositely the said deed to buyer, his heirs or assigns upon full payment The true and actual consideration paid for this transfer, stated in terms of donars, as the consideration consideration paid for the consideration of the consideration of the consideration considera In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment 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 attorney's fees 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 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, the parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED 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. \*SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030. STATE OF OREGON, County of ....Klamath This instrument was acknowledged before me on ... by .. official-sealoceficial-sealD.G. Dearmond
Notary Public-Gregon
Commission No. 009711
My Commission Expires Sept. 27, 1995 Notary Public for Oregon My commission expires .....

the date th	nat the instrument	nveyor of the title to be	conveyed.	e title to any real property, at a time more than and, shall be acknowledged, in the manner provi Such instruments, or a memorandum thereof, sha cuted and the parties are bound thereby. on conviction, by a fine of not more than \$100.	ded for acknowl-	-
			(Descriptio	n Continued)		
	record at request	ofat_ofat_	ss. 11:22 Deeds	the o'clockA_M., and duly recorded in Vol on Page 23727  Evelyn Biehn County Clerk By County Clerk	_M92	lay ,
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	~777L2		graphic and the same of the sa	1.22		