61592	JEISHING CO., PORTLAND, OR 972
THIS CONTRACT, Made this Fifteen LEONARD L. WERRONEN AND DIADD	NITACT - PEAL ESTATE 1396-1334 Vol. mg 3 Page 11080 111 day of May WERRONEN, 19.93, between
and FORESTE C. MAY	A WERRONEN, hereinafter called the seller
WITNESSETH: That in consideration of t	heroinoti
agrees to sell unto the buyer and the buyer agrees and premises situated in KLAMATH	he mutual covenants and agreements herein contained, the seller to purchase from the seller all of the following described lands
point which lice Note particular	ly described as follows . Posting to with
which marks the Santh a di	stance of 657.1 feet from the
63 degrees 21, Wast	idan, and running thence.
63 degrees 21, Fast a distance	of 282 feet to an incompliant chence South
degrees 39' East a distance of	of 282 feet to an iron pin: thence South of 75 feet to a point: thence Sout 282 feet, more or less, to the point of ng 0.5 acres, more or less
	282 feet, more or less, to the point of ng 0.5 acres, more or less, in lot 3, Range 9 East of Willamette Meridian; and
A tract of land many	and "Illamette Meridian; and
south east corner of	e 55' East a distance of 647.2 feet and stace of 582.1 feet from the iron pin whi Lot 3, Section 31, Township 37 South, (c
hereinafter called the ourstand	Dollars (* 37 000 00
seller); the buyer agrees to nay the remainder of	increof (the receipt of which is hereby acknowledged by the
seller in monthly payments of not less than	hereof (the receipt of which is hereby acknowledged by the he purchase price (to-wit: \$ 36,497,44) to the order of the HUNDRED
편은 것 이렇게 가지 않는 것이 많이 많이 같이 같은 것을 많이 잘 못했는 것을 많이	
and continuing until the purchase price is fully paid.	t beginning with the month of <u>JUNE</u> , 19.93.,
The true and actual consideration for this com	veyance is \$ 37,000,00 (Here comply with ORS 93.030.)
All of the purchase price may be paid -t	이 가슴 수상 방법에 다 가슴
t	ime; all of the deferred payments shall bear interest at the rate
	ime; all of the deferred payments shall bear interest at the rate 1993 until paid; interest to be paid imum monthly payments above required. Towards
to be included in the municipation of the current tax year shall be prorated between the The buyer warrants to and	mum monthly payments above required. Taxes on the premises e parties hereto as of the date of this contract.
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The seller agrees that at seller's expense and within N/Adays from the date hereof, seller will furnish unto buyer a title In the seller agrees that at seller's expense and within <u>self-reserved</u> days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, it any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or arising by, through or under eller expending however the assessment settification and the torse muscles when the total and the total market and the total market and the setting of the total market and the total market and the total market and the setting of the total market and total and the total market and total and total total total and total total market and total total market and total total total and total t seller, excepting, however, the easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

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And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall iail 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 herein 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 forleited 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.

(3) To toreclose this contract by suit in equity. In any of such cases, all rights and interest created or then existing in favor 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 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 return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments therefore made on this contract are to be retained by and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon 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 affect seller's right hereunder to enforce the same, nor shall any waiver by the 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 provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereol, 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 it 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 soller 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 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. deste * SELLER: Comply with ORS 93.905 et sug prior to exercising this remedy. STATE OF OREGON, County ofKLAMATH This instrument was acknowledged before me on <u>May 17</u> LEONARD L. WERRONEN, DIADDA WERRONEN, and FORESTE C. MAY hv This instrument was acknowledged before me on ... by 25 of OFFICIAL SEAL KRISTI L REDD NOTARY PUBLIC: OREGON COMMISSION NO. 016431 MY COMMISSION EXPIRES NOV. 16, 1995 Notary Public for Oregon .11/16/95 My commission expires SASANASSELAAS 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 acknowl-edgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby. ORS 93,990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. RANGE 9 East of Willamette Meridian, and running thence: continuing North 63 degrees 21' West a distance of 75 feet to an iron pin; thence South 63 degrees 21'East a distance of 75 feet to a point; thence North 26 degrees 39' East a distance of 282 feet, more or less, to the point of beginning, said tract containing 0.5 acres, more or less in Lot 3, Section 31, Township 37 South, Range 9 East of Willamette meridian. Subject ot easements and rights of way of record or apparent on the land, STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of Mountain Title Co the 17th day A.D., 19 93 at 2:55 o'clock P_M., and duly recorded in Vol. M93 May of on Page ______1080 Deeds of Evelyn Biehn County Clerk FEE \$35.00 Janline Mullion Bv