THIS CONTRACT, Made this 12		Vol. 13190 (9)
Jay 1. Mayrield and Julia M. M	day ofApri ayfield	<u>.1</u> ,19_93, between
and Jay Carl Mayfield and Kim Ell	月的 医尿管医肠管 经营工 特许克斯斯克尔	机基础存储 能够 电电话多数 经施工工工 一直 的过去式和过去分词形式 医结节肠管肠炎 医药
가 되었다. 회사 기업을 받는 사람들이 되었다. 그는 그는 그는 그를 보는 것이 되었다. 함께 있는 사람들이 되었다. 	[발생물자 학교문 생활했다.	, hereinafter called the buyer,
WITNESSETH: That in consideration of the agrees to sell unto the buyer and the buyer agrees to and premises situated in	o nurchase from the	seller all of the following described lands
Block 2, Lot 5, North Beaver Sec. 19, T. 28, R. 8	Marsh Additi	ion
or the sum of Three thousand		Dollars (\$ 3,000.00)
nereinafter called the purchase price, on account of wh	ich One thous	and is the second of the second in the secon
Dollars ($\$.1,000.00$) is paid on the execution seller); the buyer agrees to pay the remainder of the	hereof (the receip he purchase price (t	t of which is hereby acknowledged by the o-wit: \$ 2.000.00) to the order of the
seller); the buyer agrees to pay the remainder of the seller in monthly payments of not less than Forty Dollars (\$.41.04) each,	one and four	r hundreths
To be availe on the 15 day of each month hereafte		
and continuing until the purchase price is fully paid.		
The true and actual consideration for this conv	veyance is \$3 .46	2.00 (Here comply with ORS 93.030.)
_ All of the purchase price may be paid at any t	ime; all of the defer	rred payments shall bear interest at the rate
All of the purchase price may be paid at any to f 8.5 percent per annum from May 15.1	time; all of the defer	rred payments shall bear interest at the rate until paid; interest to be paid
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to the second the agreement, save and except the second prince is supplied that the second prince is agreement, seller seller also agreement, seller will deliver a good and sufficient deed conveying the premises in tee simple unto the buyer, buyer's heirs and assigns, tree 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 the second prince is the date placed, permitted or arising by, through or under the second prince is the date placed. 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.

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 herein contained, then the seller shall have the following rights and options:

(1) To declare this contract cancelled for detault 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

(2) To declare the whole unpaid principal batan (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 theretofore 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 turther agrees that tailure 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 hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's tees 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 turther promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's tees 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 it 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. —The sentence between the symbols $^{f 0}$, if not applicable, should be deleted. See ORS 93.030. STATE OF OREGON, County of . instrument was acknowledged before me on . This instrument was acknowledged before me on

OFFICIAL SEAL MICHELLE D. PERRAULT
NOTARY PUBLIC-OREGON
COMMISSION NO. 019517
COMMISSION EXPIRES OCT. 28, 1996

by 29

> Notary Public for Oregon 10/28/96 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 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.

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(Description Continued)

ATHER TO

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Jay I Mayfield

Julia M. Mayfield

Julia M Mayfield

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Filed for record at requ	uest of	医异基基 化对应多位的 经国际保险的	the	
Tune	a A D 10 93 at	11:07 o'clock A	M. and duly recorded in	Vol. <u>M93</u>
of		on Pa	9e 13190.	하는 사람들까지 말을 하셨습니?
	of <u>Deeds</u>		8*	
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