

Vol. m93 Page 19183

NAME TITLE  
By Deputy

CK  
2/0.00

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.

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.

The true and actual consideration paid for this contract is \$100.00 (indicate which). ☒ None ☐ Other

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.

and this instrument in duplicate: if either of the under-

duly authorized to do so by order of its board of directors.

Kirk E. Johnson  
Kirk E. Johnson, seller  
~~Barbara J. Johnson~~  
Barbara J. Johnson, seller  
~~James C. Martin~~  
James C. Martin, buyer  
~~Nicole R. Martin~~  
Nicole R. Martin, buyer

**NOTE**—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

This instrument was acknowledged before me on 8-3, 1972

OFFICIAL SEAL  
PATRICIA J. THEDE  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 019681  
MY COMMISSION EXPIRES NOV. 3, 1996

NOT A SEAL  
FEDERAL BUREAU OF INVESTIGATION  
NOTED IN THE RECORDS OF THE  
FEDERAL BUREAU OF INVESTIGATION  
NOV. 3, 1996

My commission expires 11-3-96 Notary Public for Oregon

ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(Description Continued)

## RULES AND REGULATIONS AS LISTED ON WARRANTY DEED AND CONTRACT OF SALE OF REAL ESTATE BETWEEN:

Kirk E. and Barbara L. Johnson, husband and wife, as seller,  
and James C. and Nicol R. Martin, husband and wife, as buyer.

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.

2. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District, and as per Ordinance No. 29, recorded May 24, 1983 in Book M-83 at Page 8062 and as per Ordinance No. 30, recorded May 30, 1986 in Book M-86 at Page 9346 and as per Ordinance No. 31, recorded January 6, 1988 in Book M-88 at Page 207, and as per Ordinance No. 32, recorded May 14, 1990 in Book M-90 at Page 9131, and as per Ordinance No. 33, recorded July 10, 1991 in Book M-91 at Page 13347.

3. This property lies within and is subject to the levies and assessments of the Klamath County Drainage District.

4. Easement, including the terms and provisions thereof.

For: Sewer Line

Granted to: South Suburban Sanitary District of Klamath Falls

Recorded: May 23, 1958

Book: 299

Page: 516

5: Reservations for construction and maintenance of ditches, canals and pipelines across premises, including the terms and provisions thereof, and as set forth in Deed from Western Cities Company to Fred Duke, et ux., recorded October 9, 1953 in Book 263 at Page 432.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Barbara Johnson the 4th day  
of Aug. A.D., 19 93 at 10:54 o'clock A M., and duly recorded in Vol. 393  
of Deeds on Page 19183

Evelyn Biehn County Clerk

By Quilene J. Mullins

FEE \$40.00