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and Donnia A	math Falls On		*****	.,19.94,be
7740 Cannon St., Kla and Dennis A. Boss and I 4047 Hampshire Lane, WITNESSETH: That in consid agrees to sell unter the time of time of the time of time of the time of tim	Inda L. Ross, 1	L.& W	hereinafter	called the
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and premises situated inKlama	buyer agrees to purchas	e from the seller	eements herein con	tained, the
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for the sum of <u>Ten Thousand</u> ***** hereinafter called the purchase price, on acc Dollars (<u>\$ 2,000,00</u>) is paid on the seller); the buyer agrees to pay the remain seller in monthly particular	***			
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The soller agrees that at soller's expense and within _______ days from the date hereof, soller 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, save will deliver a good and sufficient deed conveying the premises in tee simple unto the buyer's heirs and axigns, tree and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date rents and public charges so assumed by the buyer 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.

and rutther 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 default and null and void, and to declare the purchaser's rights forfield 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) 10 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 case 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 purchase of the property as absolutely, fully and perfectly as if 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 this contract and such payments had never been made; and in case of such default all payments therefore made on this contract are to this contract and such payments had never been made; and in case of such default all payments therefore such default. And the seller, in the seller, is off and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, is case of such default, shall have the right immediately, or at any-time thereafter, to enter upon the land aloresaid, 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00.00 However, the actual The true and actual consideration paid for this transfer, stated in terms of double, is part of the consideration (indicate which). (indicate which), (indic

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, successore 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 TITLET O THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON; County of

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* SELLER: Comply with ORS 93.905 et seq prior to exercising this ramedy. NOTE—The sentence between the symbols 0, if not applicable, should be deleted. See O25 93.030.

This instrument wasacknowledged before me on Dennis & Fross E () bv This instrument was acknowledged before me on) bv as -6auce OFFICIAL SEAL KATHY A. BUTLER NOTARY PUBLIC - OREGON COMMISSION NO. 002373 Notary Public for Oregon 11-11-94 My commission expires MY COMMISSION EXPIRES NOV 11, 1994 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.

11-

STATE OF OREGON,

GENERAL ACKNOWLEDOMENT

Form No. 0-16

County of Klamath

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BE IT REMEMBERED, That on this 11th day of August 1994 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN M. SCHOONOVER

known to me to be the identical individual..... described in and who executed the within instrument and executed the same freely and voluntarily.

OFFICIAL SEAL SANDRA S. CRANE NOTARY PUBLIC - OREGON COMMISSION NO. 025921 NY COMMISSION EXPIRES JULY 07, 1997 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. ler do

Notary Public for Oregon. My Commission expires July 7, 1997

25391

STATE OF OREGON: COUNTY OF KLAMATH: 58. Filed for record at request of _____ of John M. Schoonover _A.D., 19 94 at 1:48 o'clock P M., and duly recorded in Vol. <u>M94</u> of <u>Deeds</u> on Page 25389 Evelyn Biehn County Clerk By Quilling Mittlendus Aug FEE \$40.00 _ day O 12 ٢.

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