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The seller agrees that at seller's expense and within conception for the determined seller will turn is unto buyer social seller agrees that at seller's expense and except the usual printed exceptions and the building and other restrictions and except the usual printed exceptions and the building and other restrictions and except the usual printed exceptions and the building and other restrictions and except the usual printed exceptions and the building and other restrictions and except the usual printed exceptions and the building and other restrictions and exceptions of the premises in the seller on or subsequent, seller will deliver a good and sufficient deed conveying the premises in the simple unto the buyer, buyer's heirs and assigns, tree and clear of all encumbrances are the date placed, permitted or arising by, through or under seller, excepting, however, the easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and turther excepting all liens and encumbrances created by the buyer or buyer's assigns.

And if 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 forfeited and the debt extinguished, and to refain 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 psyable; 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 favor of the buyer as against the selier 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 it 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 aforeseid, 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.

Seller, seller's agents, and the holder of any existing encumbrance to which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the zot 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 zot 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 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 inute 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; it either of the undersigned is a corporation, it has caused its name to be signed and its seal, it 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

*SELER. Comply with ORS 93,905 at sec prior to a

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enno DENNIS A. MAHER MAHER **LTA** EYRON JAMER WAT FΡ

.) ss.

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STATE OF OREGON, County of KLAMATH

NOVEMBER 13 This instrument was acknowledged before me on . DENNIS L MAHER, DELIA L. MAHER, JAMES BYRON WALKER & PAMELA R. WALKER bv This instrument was acknowledged before me on . bv 89 D.G. Dearnaond Notary Public-OREGON COMMISSION NO. 009711 MY COMMISSION EXPIRES SEPT. 27, 1995 OFFICIAL SEAL Notery Public for Oregon My commission expires <u>9-27-95</u> EUXIDECECCECCEC 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.

(Description Continued)

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PARCEL 5:

ADDENDUM "1"

35405

A tract of land situated in the SEINE of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, and the SWINW of Section 31, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the quarter corner common to said Sections 36 and 31; thence N. 00°32'26" E. along the section line, 265.10 feet; thence N. 89°22'07" W. 102.72 feet to the Southeasterly right of way line of the Dalles-California Highway (100.00 feet from centerline, measured at right angles); thence N. 25°41'25" E., along said right of way line, 55.20 feet; thence S. 89°22'07" E. 496.76 feet; thence N. 25°41'25" E. 408.60 feet to a point on the Northerly line of that tract of land as described in Deed Volume 143 page 587, records of Klamath County, Oregon; thence S. 64°18'35" E., along said Northerly line and its extension, 788.85 feet to a point on the East line of the SWNWŁ of said Section 31; thence S. 00°13'33" W. 343.03 feet to the CW 1/16 corner of said Section 31; thence N. 89°43'26" W. 1307.10 feet to the point of beginning, containing 13.50 acres, more or less, referenced to Survey No. 3223, as recorded in the office of the Klamath County Surveyor.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of		the 17th day
of <u>November</u> A.D., 19 94 at	2:51 o'clock P_M., and dul	y recorded in Vol. <u>M94</u> ,
of <u>Deeds</u>	on Page 3540	3
	Evelyn Bienn	County Cleric
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