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And it is understood and agreed between the parties that time is other be essence of this contract, and in case the bayer shall fail to make the payments above required, or any of them, punct tally within 20 d ys of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following tights and options

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 pair hereunder by the buyer;*
To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
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 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 in a count of the purchase of the property as absolutely, fully and perfectly as if this contract and such payments had never been made; are in case of such 'efault all payments theretofore made on this contract are to be retained by and belong to the seller as the agreed and easonable 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 it any time there there, 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 et 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 vaiver by the seller of any breach of any provision hereof be held to be a vaiver of any succeeding breach of any such provision, or as a vaiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enk res any provision hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge new onable as attorne'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 atterney's fees on su th appeal.

In construing this contract, it is understood that the seller or the buy r 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 benshit of, as the circumst unces 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 firectors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPL CABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OF ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE (ITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED UNES.

EA.

*SELLER: Comply with ORS 93.905 et seg prior to exercising this remedy. —The sentence between the symbols ${\mathbb O}_i$ if not applicable, thould be deleted. See ORS 93.030. NOTE-

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CFFICIAL SEAL DEBORAH A. SCHOBERT NOTARY PUBLIC - OREGON COMMISSION NO. 019751 NY COMMISSION EXPIRES NOV.05, 1995	My ci mmission expires 1405 /94
ORS 93.635 (1) All instruments contracting to co	nvey fee title () any real property, at a time more than 12 nonths from

edgment of leeds, by the conveyor of the tile to be conveyed. Such in truments, 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 (13.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request	of9	Rolit. Galbreath 4 at <u>11:46</u> o'clock <u>A</u> M	the <u>29th</u> day and duly recorded in Vol. <u>M94</u> ,
FFF \$35.00	of	<u>l'eejs</u> on Page Evelyn Biehn By	36342 County Clerk
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	e Alexandra		

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