

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

for the sum of Five thousand and No/00- Dollars (\$ 5,000.00 )  
(hereinafter called the purchase price), on account of which Five hundred and No/00-  
Dollars (\$ 500.00 ) is paid at the execution hereof (the receipt of which is hereby acknowledged by the  
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 4,500.00 ) to the order  
of the seller in monthly payments of not less than Forth eight and No/00-  
Dollars (\$ 48.00 ) each,

The buyer warrants to and covenants with the seller that the real property described in this contract is household or agricultural purposes.

(A) or merely for buyer's personal, family or business or commercial purposes other than agricultural purposes.

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of the said lands on or before the 1st day of September, 1994, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair, and will not suffer or permit any waste or strip thereof, that he will keep said premises free from any mechanic's and all other liens and save the seller harmless from all claims, damages and expenses incurred against him for all costs and attorney's fees incurred by him in defending against such liens; that he will pay all taxes hereafter levied against the premises, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same become due; that any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than none in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear, and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

[illegible][illegible]

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 his right hereunder to enforce the same, nor shall any waiver by said 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 \$ 5,000.00 . . . . . Offsetting, the actual consideration consists of or includes other property or value given or omitted which is part of the consideration (indicate which). (1)

In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as attorney's fees.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine the feminine 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

SELLERS  
T. C. Daeuble, Jr.  
T. C. Daeuble, Jr.  
Clark J. Kenyon

BUYERS  
T. C. Daeuble, Jr.  
Lucinda A. Russ

P.O. Box 146  
5150  
97784

**IMPORTANT NOTICE:** Delete, by lining out, which warranty (A) is applicable and if the seller is a franchisor, as such word is defined in the Truth-In-Lending Act and regulation 2, the seller MUST comply with the Act and regulation by making the required disclosures for this purpose, or the contract will become a first lien to finance the purchase of a vehicle.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

Until a change is requested, all  
new cards must be sent to

TAXES TO: T.C. Dattle, Jr. & Lucinda A. Russ  
P.O. Box 1464 Sisters, OR 97759

STATE OF OREGON: COUNTY OF KLAMATH: SS

Filed for record at request of Klanat County Title Co the 10th day  
of Jan A.D., 19 95 at 3:09 o'clock P M., and duly recorded in Vol. M95,  
of Deeds on Page 710.

**FEE \$30.00**

Bernetia G. Letsch County Clerk

By Pauline Miller

After recording, return to: Klamath County Title Company