

RECEIVED OF FREDDA RUTH DONAHUE & DON MAURICE WILLIAMS JUNE 14, 1993

money and in part payment for the following described real estate situated in the City of _____ hereinafter called purchaser, \$ 1,900.00, as earnest
County of KLAMATH State of OREGON, described as follows, to-wit: _____

LOT ~~10~~ 10, BLOCK 10, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66,
UNIT, PLAT #4.

for the sum of FIVE-THOUSAND & no/100 which we have this day sold to the purchaser
on the following terms, to-wit: The earnest money hereinabove receipted for Dollars \$ 5,000.00 ;
upon acceptance of title and delivery of deed or delivery of contract \$ 1,000.00 ;
balance of \$ ----- ; \$ 1,000.00 ;
payable as follows: Dollars \$ 4,000.00 ;
\$125.00 or more each month at 10%

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable law, prior to closing. (Delete if inapplicable.)

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within 30 days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except

The following personal property is also included as part of the property sold for said price:

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before 6/14, 19 93. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights here-
in are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing
party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the
appellate court.

Further conditions:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Steven E. Buchwalter

Owners

I hereby agree to purchase the above property and to pay the price of

FIVE THOUSAND & no/100

(\$ 5,000.00) Dollars as specified above.

Return: _____
Address RR #2 -- BOX 266
BONANZA, OR. 97625
Phone 503-545-6328

Purchaser PREDDA RUTH DONAHUE
DON MAURICE WILLIAMS

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Fredda Ruth Donahue the 3rd day
of May A.D., 19 95 at 1:48 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 11496

FEE \$30.00

Non Stan \$20.00

Bernetha G. Letsch, County Clerk

By Danielle Mullen

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