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The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family or household purposes,	this contract.
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The seller agrees that at seller's expense and within The seller agrees that at seller's expense and within 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, if any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, 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 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 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

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:

 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 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) 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 is a contract by the buyer hereunder shall revert to be 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 premises up to the time of such default. And the seller is the seller at the seller as the seller and reasonable rent of the premises up to the time of such default. And the seller as the seller as the seller and reasonable rent of the premises up to the land atoresaid, without any process of as of such default, shall have the right immediately, or at any time to require performance by the buyer of any provision hereof shall. The buyer turther adress that tailure by the seller et any time to require performance by the buyer of any provision hereof shall be the seller without any process of any time to require performance by the buyer of any provision hereof shall be the seller of the seller with all the improvements and appurtenances by the buyer of the reduction of the seller shall be approved by the seller buyer of the seller shall be approved by any being to the seller as the selfer with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that tailure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereundor 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 hereot, 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 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 inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but 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, 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 ACOUIRING FEE BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACOUIRING FEE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY 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.

by .

*SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy. STATE OF OREGON, County of ...

This instrument was acknowledged before me on Betty Jegn Kurz This instrument was acknowledged before me on

by as _____ OF CHEVRIAL SEAL Notary Public for Oregon _C ID-DRSGON My commission expiresC CONDE MICH E RAMIENON CONDE MICH NO. 046200 MICONTRES ON CAFINES FEB. 7, 1393 40 %

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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 92 000 (2) Violation of ORS 92 635 is purificable upon conviction by a fine of not more than \$100 nveyor 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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• CALIFORNI	MID-STATE BANK A ALL-PURPOSE ACKNOWLEDGMENT	19154
State of CALIFORNIA		
County of SANTA BALBARA		
On 14 JULY 1995 bet Date	fore me, <u>LESU A. (UNVINCTWM, NOTHLY YUB</u> Name, Title of Officer (e.g., Jane Doe, Notary F	Cpersonally appeared Public)
THOMAS J. RAMSDEN JL Name(s) of Signer(s)	, [X] personally known to me - OR - [basis of satisfactory evidence to b name(s), is/are subscribed to the acknowledged to me that he/she/the his/her/their_authorized_capacity	e the person(s) whose within instrument and y executed the same in (iss) and that by
	his/her/their signature(\$) on the ins or the entity upon behalf of whic executed the instument.	strument the Dersoulus.
LESLI A. CUNNINGHAM	WITNESS my hand and official seal	
COMM. #1020513 COMM. #100000000 COMM. #1000000000000000000000000000000000000	Alli A. Mille Signature of Notary	uyhau
	OPTIONAL	
	t may prove valuable to persons relying on the docum	nent and could prevent
Though the data below is not required by law, I fraudulent reattachment of this form.		
CAPACITY CLAIMED BY SIGNER (PI	RINCIPAL) DESCRIPTION OF ATT	ACHED DOCUMENT
[] Individual [] Corporate Officer	PONTRACT-REAL!	ESTATE.
Title(s)	Title or Type of L	Document
[] Partner(s) [] Limit [] Gener		Pages
[] Attorney-in-Fact [] Trustee(s) [] Guardian/Conservator	30 MAY 19 Date of Doct	95 umeni
[] Other:	NONE Signer(s) Other Than	Names Above
Absent Signer (Principal) is Re Name of Person(s) or Entity(s,	epresenting:	
STATE OF OREGON: COUNTY OF KLAMA	TH: ss.	
Filed for record at request of <u>Klamath</u>	•	
FEE \$40.00	Byprette I	htag