percent per annum from April 29 until paid; interest to be paid 110nthly and 24 and 24 and 25 April 29 th prorated between the parties hereto as of April 29 th 1996.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, farally or household purposes,

XB) Antsq wilcodescent of fewer it boys king outside beach MSIM Editable in the household purposes.

The buyer shall be entitled to possession of the lands on ADT11 29th 1966, and may retain such possession so long as buyer in good condition and repair and will not suffer or permit any waste or strip theneof; that buyer will keep the premises and the buildings, now or hereafter erected thereon, save the seller harmless therefrom and reimburne seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected the property.

on the premises against lies or damage by fire (with extended coverage) in an amount not less than \$\frac{5}{2}\ldots\frac{1}

**BEPORTANT NOTICE: Delots, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined and Regulation by making nequired disclosures; for this purpose, use Stevens-Neas Form No. 1319

WARNING: Unless buyer provides seller with evidence of insurance coverage as required by the contract or loan agreement between them, seller may purchase insurance at buyer's expense to protect seller's interest. This insurance may, but need not, also protect buyer's interest. If the collateral becomes damaged, the coverage purchased by selfer may not pay any claim made by or against buyer. Buyer may later cancel the coverage by providing evidence that buyer has obtained property coverage elsewhere. Buyer is responsible for the cost of any insurance coverage purchased by seller, which cost may be added to buyer's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage. The coverage seller purchases may be considerably more expensive than insurance buyer might otherwise obtain alone and may not satisfy any need for property damage

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:

(1) To duclare this contract cancelled for default and cult and cultivated to the contract cancelled for default and cultivated to the contract cancelled for d ts 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 super requirements and hereunder by the buyer.*

To declare this contract cancelled for default and null and void, and to declare the purchaser's rights fortened and the decide the purchase price with the interest thereon at once due and payable; and/or 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.

[3] To toreclose 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, and other reads to 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 if this contract and such payments had never been made; and in case of such default. And the seller, in case of the property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default. And the seller, in case 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 the seller is the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller in the seller is the seller in the seller in the property as absolutely, fully and perfectly as if 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 the seller is not the seller in the sell

The buyer further agrees that failure by the soller at any time to require performance by the buyer of any provision hereof shall in no way affect seller is 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 helder 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 suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree of the trial court may adjudge reasonable as the prevailing party's attorney fees on such appeals.

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. appeal.

This agreement shall bind and inure 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; 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 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 LISES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

SELLER: Comply with ORIS 93,905	at seq. prior to exercising ti	his remedy.
• GELLEN: Compily with a		

ON:3 83.905 at sett briss to aver-	
STATE OF OREGON, Count This instrument was a by <u>Ervin Alma</u> This instrument was a	y of Karnath)ss. cknowledged before me on 14-30-916 notation. Andrew r Carol Weathers , 19 noknowledged before me on , 19
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of	0.
OFFICIAL SEAL OFFICIAL SEAL J. BUCKALEV J. BUCKALEV MOTARY PUBLIC-OREGON	Notary Public for Oregon My commission expires 6120190
MY COLIVIS TON EXPIRES JUNE 20, 1999 ()	then 12 months from the date that the instrument is ex-

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 acknowledgment 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. thereby. ORS 93.993 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Property is sold & purchased in "As is Condition."

2. Property may not be sold by the buyer without the express permission of the sellers, at which time the remaining balance may be required. Sellers the sellers, at which time the remaining balance may be required. Sellers reserve the right to approve assignment of buyers contract to other buyers. Such approval shall not be upreasonably withhold.

Such approval shall not be unreasonably withheld.

4. Huyer shall provide proof by Nov. 20th each year that property Taxes have been paid, failure to do so shall be handled by the same solution as non-paid Insurance as described in lines 5% at top of this page, paid Insurance as described in lines 5% at top of this page.

5: This property shall remain one property until contract is paid in full. The second lot may not be divided off for any purpose of resale. Any structures placed on the 2nd lot shall not cause any lien to be placed on said property

STAT	E OF OREGON: COUNTY OF K	LAMATH: ss.		30rh da
	April A.D., 19	vin Moulton 96 at 3:04 eds	o'clock PM., and duly record	1011.6.11
FEE	\$4000		By Bernetia G. Edi	Juany.