Harvey Honeycuit and	
Beverly Honeycutt	STATE OF OREGON,
Fuego My Beatty, O.R. Sheila Saker Manachas Baker	Congry of ss
Sheila Baker Sycan Forest Est, P3313-1 Bty	I sertify that the within instrumen was received for record on the day
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OTGGCO Buyer's Name and Address	o'clockM., and recorded in
V recording, return to (Name, Address, Zip): SPACE RESERV	book/reel/volume No on page and yor as fee/file/instru
Sheila Baker For Reconders u	
Beatty O.R. 97621	Record of Deeds of said County.
Il requesso otherwise, send all lax statements to (Name, Address, Zip):	Witness my hand and seal of County
Sheila Baker	affixed.
P.O. Box 238	
Beatty, OR, 97621	MANE TIME
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CONTRACT - REAL ESTA	A S. C.
	and the state of t
THIS CONTRACT, Made this 15 day of Apri Harvey Honeycutt and Beverly Honeycutt	LJ 17_5, Delwee
	hereinafter called the selle
d Sheila Baker	
	, hereinafter called the buye
WITNESSETH: That in consideration of the mutual covenants and ag	greements herein contained, the seller agrees to sell un
buyer and the buyer agrees to purchase from the seller all of the	following described lands and premises situated
Klamath County, State of Orego	on, to-wit:
The East Half [Ek] of the East Half [Ek	of the Southwest Quarter
[Swk] of the Southeast Quarter [SEk] of	Section 35, Township 36 south
Range 12 East of the Willamette Meridi	lan.
	To TTT TO THE STATE OF THE STAT
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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 seller 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 coverage or any mandatory liability insurance requirements imposed by applicable law.

The seller agrees that at seller's expense and within \_\_\_\_\_\_\_\_ days from the date hereof, seller will furnish unto hayer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller or or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and casements 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 fee simple unto the buyer, buyer's heirs and assigns, free and elect of encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements, restrictions and the taxes, municipal tiens, water rents and public charges so assumed by the buyer and further excepting all liens and accombrances 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 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 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.

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 on account of the purchase of the property as absolutely, fully and perfectly as if this confinct and such payments had never been made; and in case of such default all payments theretofore made 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 case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, 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 at 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 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 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 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 fees on such

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 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 SINCE 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 VERIEY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN OHS 30.930. PRACTICES AS DEFINED IN ORS 30.930.

\* SELLER: Comply with ORB \$3,003 at eac, prior to exercising this remedy.

CTATE OF ODECOM Commission VI AMATH	
STATE OF OREGON, County ofKLAMATH)ss.  This instrument was acknowledged before me on _ARRIL_15,	, 19.98.
by HARVEY AND BEVERLEE 1 HONEYCUTT AND SHELLA BAKER**  This instrument was acknowledged before me on	19
by	
as of	
COFFICIAL SEAL TOOR	
LEAH ROSS Notary Public for Oregon	<b></b>

NOTARY PUBLIC - DREGON COMMESION NO. 046619 MY COMMISSION EXPIRES AUG. 24, 1989

My commission expires \_\_AUG. 24 1999

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

ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100

DESCRIPTION CONTRESS.

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Filed for record at request of	Sheila Baker		the16t1	h đạ
of April	A.D., 1998 at 1:04	e'clock P. M., and duly	recorded in VolM	98
of	Deeds	on Page <u>1259</u>	9	
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FEE \$35.00