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PR 9 AM9:43 THIS CONTRACT, Made this6	CONTRACT—REAL ESTATE	VolMQ1_	Page 1443U	4
	th day of October	er	, 2000 be	tween
Steven L. Tucker and Quir	na F. Tucker			
d Charles D. and Christna I	L. Terrell (Husband	l-&-wife)-	hereinafter called the E	buyer,
WITNESSETH: That in consideration grees to sell unto the buyer and the buyer and premises situated inKlamath	agrees to purchase from the	seller all of	he following described	lands
Lot 5 five in block 8 eig Antelope Meadows 3rd addi 1980 Titian HT MT400107ss (X178139 Plate#)	ition			
or the sum ofThirtyfivethous	sand		.dDollars (\$. 35,00)	n)
hereinafter called the purchase price) on according to the expeller); the buyer agrees to pay the remaind	ecount of which Zero do ecution hereof (the receipt of ler of said purchase price (to	llars down of which is ho-wit: \$. 35	n ereby acknowledged by	y the
he seller in monthly payments of not less a Dollars (\$.60000) each,month,	on or before the	.sixthda.y		
ayable on the .6thday of each month and continuing until said purchase price is	hereafter beginning with the fully paid. All of said purch	month of Oct	ober	2000
October6thuntil paid, interest to monthly payments above required. Taxes or	be paidMONThly n said premises for the curre	and * {x	Example the minimal street with the st	imum
nonthly payments above required. Taxes or parties hereto as of the date of this contract The buyer warrants to and covenants with the seller to the seller	be paid	nt tax year si	and the prorated between the minimal be prorated between the prorated between the property of the buildings, now or hereafter premises free from construction the detending against any such lie.	imum on the long as erected and all
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And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall tail to make the payments 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 at seller's shall have the following rights:

(1) To declare this contract cancelled for detault 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 said 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 lavor 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 said seller without any act of re-entry, or any other act of said 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 said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments therefolore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land adoresaid, 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 after 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 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 \$3.5.9.000.00 Henne Mix in the production of the transfer of the xondition of the consideration of the xondition of the x In case suit or action is instituted to loreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as altorney's less to be allowed the prevailing party in said 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 less on such appeal. attorney's tees 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 their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said 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 affixed by an officer or other person duly authorized to do so by order of its board of directors. Mickey 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 USES. 1-8-200/ 1-8-2001 Justo istina L * SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030. steve L Tucker and Quina FTucker This instrument was acknowledged before me on ... OFFICIAL SEAL UPHICIAL SEAL LYNDA HOWE NOTARY PUBLIC-OREGON COMMISSION NO. A315559

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 xecuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be cond. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parare bound thereby.

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

My commission expires 8/20/2003

A 经基本公司

(DESCRIPTION CONTINUED)

State of Oregon, County of Klamath Recorded 04/09/01, at <u>9:43a</u> m. In Vol. M01 Page /4/30 Linda Smith, Fee\$ 2600 County Clerk

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OMMISSION EXPIRES AUG. 20, 2002