ment/microfilm/reception No....., Collection Dept. Record of Deeds of said county. Witness my hand and seal of NAME, ADDRESS, ZIP County affixed. Until a change is requested all tax statements shall be sent to the following address By Deputy NAME. ADDRESS, ZIP

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments equired, 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:

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall sail 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 at seller's option shall have the following rights:

(1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forleited 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.

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 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 therefore 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 aloresaid, 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

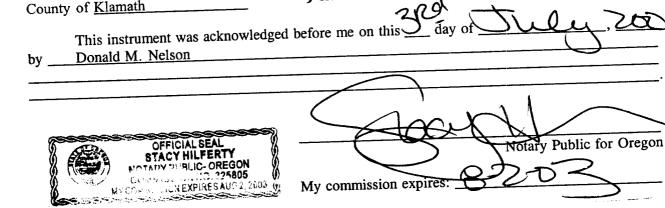
The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's thereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that it the context so requires, the ngular 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 ake the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and insure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, ecutors, 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. Dume may Bayler

Diane Marie Gayler Donald M/ Nelson 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. * 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. STATE OF OREGON, County of KLAM This instrument was acknowledged before me on . This instrument was acknowledged before me on as. OFFICIAL SEAL
STACY HILFERTY
NOTARY PUBLIC- OREGON
COMMISSION NO. 325805
MYCOMMISSION EXPIRES AUG 2, 2003 Notary Public for Oregon My commission expires 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 exted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be constant in the conveyor and the parties are bound, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties of the conveyor manner of the parties of the conveyor of the conveyor not later than 15 days after the instrument is executed and the parties of the conveyor of the conveyor of the conveyor not later than 15 days after the instrument is executed and the parties of the conveyor of the (DESCRIPTION CONTINUED) STATE OF Oregon



State of Oregon, County of Klamath Recorded 07/05/01 at 3:24 P m. In Vol. M01 Page 32750 Linda Smith, County Clerk Fee\$ 36.00