FORM No. 706 - REAL ESTATE CONTRACT - Monthly Payments. NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS. DAVID B. CLAWSON 2161 HOMEDALE ROAD KLAMATH FAIS ON, 97603 Seller's Name and Address 2007-004804 Klamath County, Oregon HANSON IC42 MAN 1700A SACKAMENTO CA 95841 Buyer's Name and Address After recording, return to (Name, Address, Zip): SPACE RESERV 03/20/2007 10:36:01 AM Fee: \$26.00 FOR 2161 Homesone RECORDER'S USE KP4 08. 97602 Witness my hand and seal of County affixed. RAY HANSON 1642 MANITOBA SACRAMENTO CA 95841 **REAL ESTATE CONTRACT** THIS CONTRACT, Dated MANCH 19 2007

DAULD B CLAWSON RAY HANSON WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in County, State of ORGGON, to-wit: LOTS 1 Through 5, BLOCK 5, OF of The FIRST ADDITION TO SPRAGUE RIVER, OREGON,
According To The PLAT Therotow File in The affice
OF The COUNTY CLERK OF
ILLAMATH COUNTY OREGON. Dollars (\$_______) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer and continuing until the purchase price is fully paid. The true and actual consideration for this conveyance is \$ 27000. (Here comply with ORS 93.030.)

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, (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.

prorated between the parties hereto as of March 19 2007.

percent per annum from MArch 19 2007 until paid; interest to be paid with Payment and in addition to \(\mathbb{Z}\) to be included in the minimum monthly payments above required. Taxes on the premises for the current tax year shall be

IMPORTANT NOTICE: Delete, 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 in the Truth-n-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures.



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 buyer a title insurance policy insur-The seller agrees that at seller's expense and within a days from the date hereof, seller will furnish unto buyer at title 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 fee simple unto the buyer, buyer's heirs and assigns, free and clear 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 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 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 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;*

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 contract 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 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 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 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, 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.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFER-RING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULA-TIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIEY APPROVED PRIATE CITY OR COUNTY
USES, TO DETERMINE ANY L
EST PRACTICES AS DEFINE
RIGHTS OF NEIGHBORING F
OREGON LAWS 2005 (BALLO

* SELLER: Comply with ORS 93

IN VIOLATION OF APPLICABLE LAND USE LAW E SIGNING OR ACCEPTING THIS INSTRUMEN E TITLE TO THE PROPERTY SHOULD CHECK WO DR COUNTY PLANNING DEPARTMENT TO VE ERMINE ANY LIMITS ON LAWSUITS AGAINST F. IS AS DEFINED IN ORS 30.930 AND TO INQUINGHBORING PROPERTY OWNERS, IF ANY, UN S 2005 (BALLOT MEASURE 37 (2004)).	/S AND REGULA- VT, THE PERSON //ITH THE APPRO- RIFY APPROVED ARMING OR FOR- JIRE ABOUT THE
	County of AMAH)ss, 3-26-67 was acknowledged before me on ANERN HANSON was acknowledged before me on,
OFFICIAL SEAL SUSIE COSTIC NOTARY PUBLIC-OREGON COMMISSION NO. 403610 MY COMMISSION EXPIRES MAR. 13, 2010	Notary Public for Oregon My commission expires More L 13, 2010

ides for delivery of a deed more than 12 months after the date of this contract, ORS 93.635 requires that this contract or a memorandum there-PUBLISHER'S NOTE: If this contract provice of be recorded by the seller within 15 days

(DESCRIPTION CONTINUED)