

As 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 above required, or any of them, punctually within 20 days of the time fixed thereafter, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights, (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said null and other options given by the seller, (4) to foreclose this contract by suit in terms and the like, to the full extent of the premises above described and all other rights acquired by the buyer hereunder shall revert to the seller, and the moneys paid on account of the purchase of said property as above set forth shall be repossessed and without any right of the buyer to return, reclamation or compensation for case of such default all moneys theretofore paid on this contract are to be retained by the seller as a deposit and the seller, as the agreed and reasonable rent of said land, reserved, without any excess charge and take immediate possession thereof, together with all the improvements and appurtenances theron or thereon belonging.

The buyer further agrees that before the seller at any time to require performance by the buyer of any provision herein shall in no way affect his or any such provision, or as a waiver of the provision itself.

In the event the Buyer fails to pay, when due, any amounts required of Buyer to be paid to Seller, and such sum remains unpaid for 10 days thereafter, in addition to the terms of A. hereinabove, Buyer agrees to pay a late fee of \$15.00. Seller's election to accept late payments from Buyer shall not constitute a waiver of Seller's right to declare Buyer to be in default of this Agreement.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 19,850.00 .

In case suit or action is instituted to foreclose this contract or to enforce any provision herein, the losing party in said suit or action agrees to pay such judgment or decree of such trial court, may adjudge reasonable, to the attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any party's attorney's fees in such appeal.

This instrument is understood that the seller or the buyer may be more than one person or a corporation; that if the contract so requires, the singular pronoun shall be taken to include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions herein applicable to corporations and to individuals.

This agreement shall bind and bequeath to the benefit of, its successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereto by order of its board of directors,

Peter Nevada

Dianne S. Sawyer

NOTE—The sentence between the symbols () if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of MULTNOMAH ss.
January 30th, 1979.

Personally appeared the above named
Peter Nevada and Peter Nevada
and Dianne S. Sawyer

and acknowledged the foregoing instrument
to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires 6-17-80

STATE OF OREGON, County of

ss. _____ and _____

Personally appeared _____ and _____
who, being duly sworn,
each for himself and not one for the other, did say, that the former is the
president and that the latter is the
secretary of _____, a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:

(SEAL)

Notary Public for Oregon
My commission expires

ORS 93.635 (1) All instruments purporting 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 owner(s) of the title to be conveyed. Such affidavit, or a memorandum thereof, shall be recorded by the conveyee not later than 12 days after the instrument is executed and the parties are bound thereby.

ORS 93.630(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

(Buyer's payment of excise tax)
transfer and recording of this Agreement.

(Seller's contract) entirely on or before February 13, 1979.

MS011

SEARCHED
SERIALIZED
INDEXED
FILED
NOTIFIED

*Dee P. Miller
Recorder
L. P. [initials]
E. [initials]*