

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.....Klamath..... County, State of.....Oregon....., to-wit:

for the sum of.....TWENTY THOUSAND & NO/100.....Dollars (\$ 20,000.00.....)  
(hereinafter called the purchase price), on account of which .....TWO THOUSAND NINE HUNDRED AND NO/100  
Dollars (\$.....2,900.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the  
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 17,100.00.....) to the order  
of the seller in monthly payments of not less than.....THREE HUNDRED & NO/100  
Dollars (\$.....300.00.....) each,

payable on the 31st day of each month hereafter beginning with the month of January, 1973, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time, all deferred balances of said purchase price shall bear interest at the rate of 6 per cent per annum from January 31, 1973 until paid, interest to be paid monthly and \* ~~(no addition)~~ being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

\* (A) primarily for buyer's personal, family, household or agricultural purposes,

The buyer shall be entitled to possession of said lands on \_\_\_\_\_, 19\_\_\_\_, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair. The buyer will not suffer or permit any waste or strip thereof; that he will keep the same free from mechanic's liens and all other liens and claims against the same; that he will pay all taxes hereafter levied against said property, as well as all taxes, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same are due; that any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

insure and keep insured all buildings now or hereafter erected on and premises situated in the City of New York, County of New York, State of New York, to-wit:

not less than \$10,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water charges, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to and in favor of the seller by reason of the failure of the buyer to procure and pay for such insurance.

(The seller for buyer's breach of contract.

From the date hereof, he will furnish unto buyer a title insurance policy in

[illegible][illegible]

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 his right hereunder 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 any 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 \$20,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).  
The buyer agrees to pay to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may determine by judgment or decree.

The true and actual consideration paid for this instrument is the sum of \_\_\_\_\_ part of the \_\_\_\_\_ consideration (indicate which). (1)  
 eration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which).  
 In case suit or action is instituted to foreclose this contract or to enforce any of the provisions herof, the buyer agrees to pay such sum as the  
 court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree  
 of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such  
 appeal.  
 It is understood that this contract is understood that the seller or the buyer may be more than one person; that if the contest so requires, the single  
 appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and 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 hereof apply equally to corporations and to individuals.

This instrument is executed in duplicate; if either of the undersigned

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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 thereunto by order of its board of directors.

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.  
If warranty (A) is deletable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, Reg. Z, § 2.208(b)(6), requires the seller to delete the words "to finance the purchase of". If the seller is not a creditor under the Truth-in-Lending Act and Regulation Z, the seller may delete the words "to finance the purchase of".  
Use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).



