

This Agreement made and executed in duplicate this 26 day of

That the Seller, in consideration of the covenants and agreements hereinafter contained, to be the first performed as a condition precedent by Buyer, agrees to sell and convey unto said Buyer, and said Buyer agrees to buy that certain real property in the County of Klamath, State of Oregon, described as follows, to wit:

County, Oregon consisting of 6.60 Net Acres and 6.78 Gross Acres.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of Twenty Six Hundred Ninety Dollars (\$ 26,90.00), which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate, as follows: 1/20

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of Twenty Six Hundred Ninety Dollars (\$ 26,90.00), which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate, as follows: 1/20

One Hundred Twenty Dollars (\$ 120.00)
in cash upon the execution and delivery of this agreement, the receipt thereof being duly acknowledged and the
balance of said sum in installments of Thirty Eight Dollars
(\$ 38.00) or more on or before the 1 day of month

every calendar month commencing with the _____ day of April, 1974,
including interest on all deferred payments from date hereof at the rate of 7% per annum, continuing until paid.
If all payments are timely made in accordance with the provisions of this agreement, this contract will be paid
in full within _____ years from the date of the execution hereof.
Each installment when paid shall be applied by the holder hereof, first, so much as shall be required to the pay-
ment of interest accrued as above specified, and next, the balance thereof to the payment of the principal sum.

Buyer agrees to pay taxes hereinafter levied as well as all public and municipal liens and assessments hereinafter lawfully imposed upon (including but not limited to) the property together with penalties thereon and the said payments will be considered payment of the taxes assessed on said property with reference to the date of payment of the same.

Buyer agrees to pay the taxes by Buyer to pay the same with such interest within 30 days after the date of the sale of the property by Seller shall constitute a default under the contract and in the event the taxing authorities do not make a separate assessment for the property described herein, but said property is assessed as a portion of a larger parcel or tract of real property, Seller shall allocate to Buyer as his portion of said taxes, a portion of the taxes assessed against the entire parcel or tract, determined by comparing the fair market value of the property to the fair market value of all the land contained in the entire parcel or tract. Fair market value shall be based upon the selling price at which the property was sold.

It is further agreed that time of the essence and all performance by Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder. Except as herein otherwise provided, Seller agrees to pay \$1.00 charge for payments more than fifteen days in arrears. In the event of nonpayment thereof, should a default be made (a) in the payment of any and all installments of the purchase price becoming due, or (b) in the payment of any of the obligations hereunder, the Seller may thereupon enforce its right hereunder either by (1) declaring this agreement null and void and terminating it, or (2) by instituting legal proceedings to enforce the same.

[illegible][illegible]

Warrant acknowledges that the purchase of the property as herein agreed to be made by him has not been made with respect to, based upon, or as a result of any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein.

The purchaser shall have the option to void this contract if he does not receive a property report prepared pursuant to the rules and regulations of the office of Interstate and Sales Regulation, U.S. Department of Housing and Urban Development, in advance of, or at the time of his signing this contract, and in addition, if he does not receive the report at least forty-eight hours before signing this contract. The revocation authority contained herein shall not apply in the case of a purchaser who (1) has received the Final Subdivision Public Report and inspected the lot to be purchased in advance of signing this contract, and (2) acknowledged by signature that he has made such inspection and has read and understood such report.

KILMATH FOREST ESTATES
 By [Signature]
 BUYER
[Signature]
[Signature]

100 3 4 22 PM 1971

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STATE OF OREGON)
County of Klamath) ss:

Personally appeared the above named John H. Greb and Michele L. Greb and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and Sworn to before me this 2nd day of October, 1974



Barbara L. Jones
Notary Public for Oregon
My Commission expires 12/4/76
5/20/77

STATE OF OREGON,
County of Klamath
Filed for record at request of

ROBERT THOMAS ATTY

on this 2nd day of OCTOBER A.D. 1974
at 1:22 o'clock PM, and duly
recorded in Vol. M 74 of DEEDS
Page 12997

Wm D. MILNE, County Clerk

By *Blaze D. Dwyer* Deputy

Fee \$ 4.00

*Ret: - Robt Thomas
930 Klamath Ave
Cathy*