

THIS CONTRACT, Made this Third day of October, 1974, between
P. Donald Plumb, Oregon City, Oregon
Bananae, Oregon or 23501 Beatie Road 97045, hereinafter called the seller,
 and Anthony Promisco and Linda Promisco, husband and wife,
 hereinafter called the buyer,

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:

Lot 4 and Lot 5, Plumb Lodge, a land partition of record comprising those portions of NE 1/4 of NW 1/4, and NW 1/4 of NE 1/4 of Sec 22, T38S, R11E, W1M, which lie westerly from Bly Mountain Cut-Off Road, per Book of Maps in the office of the County Recorder; subject to the following restrictions, to wit:

No residential dwelling house having less than 800 square feet of floor area under one roof shall be built on any part of these properties.

Furthermore no area greater than 400 square feet collectively within sight of any public road shall be occupied by or stored with unnatural or man-made miscellany for more than 30 days without permanent, effective and complete coverage from sight, except for passenger vehicles in fully operable condition.

for the sum of Nine Thousand only Dollars (\$ 9000.00)
 (hereinafter called the purchase price), on account of which One Thousand only Dollars (\$ 1000.00) 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: \$ 8000.00) to the order of the seller in monthly payments of not less than Seventy Five only Dollars (\$ 75.00) each,

payable on the first day of each month hereafter beginning with the month of November 1974, 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 7.2 per cent per annum from October 1, 1974 until paid, interest to be paid monthly and 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.

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, household or agricultural purposes,

and is not to be used for any other purpose, and the buyer agrees to use the property for such purposes only.

The buyer shall be responsible for the maintenance and repair of the property and shall keep the property in good condition and shall not allow the property to become a nuisance or a public hazard. The buyer shall not use the property for any purpose other than that stated in this contract. The buyer shall not use the property for any purpose other than that stated in this contract. The buyer shall not use the property for any purpose other than that stated in this contract.

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