THIS CONTRACT, Made this 27th day of September 1972, between Gordon Harold Smith, Lula Mae Smith and Robert Harold Smith as Trustees under agreement dated January 18, 1972, between Thoras Plemons, Viola Plemons, Wallace Plemons, Alcaria and Thomas Plemons, viola Plemons, make the buyer, plemons and Lawrence E. Plemons , 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: Government Lots 3, 4, 5, 6, 11, 12, 13 and 14 (also described as the NV 1/4 of Section 12, Township 36 South, Rango 11 hast of the Willamette Moridian Floresth County, State of the Willamette Meridian, Klamath County, Oregon. Providing that Grantees will maintain and not remove the barb wire fence presently located on the dike that runs East and West along the dike located immediately North of the Sprague River, more particularly described as follows: Commencing at a point located on the West side of Lot 13, thence running Easterly across Lots 13 and 14 and ording at the residual residence of the residual residua and ending at the point where Lots 11, 10, 15 and 14 intersect at the Easterly line of the NW 1/4 of Section 12 Township 36 South Range 11 East of the Willamette Meridian, Klamath County, Orogon;

for the sum of Twenty-two Thousand and No/100ths---- Dollars (\$ 22,000.00.)

(hereinatter called the purchase price) on account of which. Two Thousand and No/100ths--
(hereinatter called the purchase price) on account of which is Dollars (\$ 2,800.00.) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: Twenty Thousand and No/100ths (\$20,000.00) Dollars shall be paid in equal annual installments of Two Thousand and No/100ths (\$2,000.00) Dollars; the first installment being due and payable on the (\$2,000.00) Bollars; the first installment being due and payable let day of December, 1973, and a like installment being due and payable on the 1st day of December of each year thereafter until the whole of the balance of the purchase price is fully paid.

It is understood and agreed by the parties hereto that Buyers cannot pay off the balance of the Contract until after Buyers have paid the first five (5) annual installments required by this Contract; however, Buyers shall have the right thereafter to accelerate the payments herein provided, or may pay the remainder of the balance due on the Contract.

provided, or may pay the remainder of the balance due on the Contract.

The payments required by this Contract do not include the taxes.

The buyer warrants to and covenants with the seller that the real property described in this contract is

**The buyer warrants to and covenants with the seller that the real property described in this contract is

**(A) primarily for buyer's personal, lamity, bousehold or advicultural purposes, or combined to purpose other than a purposes.

(A) remaining the property of a balance purpose of combined purpose of the payment of the payment

The buyer warrants to and coverants with the seller that the real property described in this contract is

"(A) primerio and expending lamily, household or agricultural purpose."

"(B) primerio and the coverage of the control of the

dersigned 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. by its officers duly authorized thereunto by order of its south of the property of the propert

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