

12029

Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrances without first obtaining the written consent of the Buyer. Seller further warrants and agrees that Seller will not place any additional offsite improvements on the property or perform any work on the property which might result in the creation of a Mechanic's Lien on the property without first obtaining the written consent of Buyer and without filing a surety bond with the appropriate governmental office for the performance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undertake such additional improvements or work, Seller agrees to furnish to the contractor making such improvements or performing such work, a copy of the final subdivision public report issued by the State of Oregon pertaining to the property.

Upon the payment of the sum of \$1,000.00 by Buyer, Seller agrees with Buyer that Buyer shall have his lot released from any blanket encumbrances owed by Seller.

"You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report less than 48 hours prior to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement by notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas," and Columbus Day.

IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate.

[Signature]
Seller

x Charles T. Duval

x Linda S. Duval

SUBSCRIBED AND SWORN to before me this 5TH day of July, 1977

[Signature]
Notary Public for Oregon

My Commission Expires: May 31-1980

After Recording Return To:

Klamath River Acres
Box 52
Keno, Ore. 97627

Tax Statements To:

Charles T. Duval & Linda S. Duval
4011 Barry
Klamath Falls, Ore. 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record ~~XXXXXXXXXX~~

on 7 day of July, 1977 at 4:24 P
 duly recorded in Vol. 477, of Deeds 12028

Fee \$6.00

By [Signature] W. D. Miller, Clerk