

55251

THIS CONTRACT, made this
10th day of April, 1891, by and between Michael B. Tigner and Margaret
A. Tigner, his wife.

5th day of July, 1978, between
H. Jager, husband and wife, and Clark J. Kenyon,
, hereinafter called the seller,
husband and wife.

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: "You have the option to void your contract or agreement by notice to the seller if you 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 received the Property Report less than 48 hours prior to signing the contract or agreement you have the right to revoke 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, Columbus Day, Thanksgiving, and Christmas." It is mandatory that the purchaser be a member of the Little Deschutes River Woods Owners Association and is subject to maintenance of both the access road and those roads within subdivision tract 1069 as spelled out in the Articles of Association recorded in Klamath County on March 12, 1973 instrument No. 74116, volume M73, page No. 2591. The sellers are able to deliver deeds free of the lien of the blanket encumbrance in all cases because the 40% state minimum release provision is well within their financial capability to perform.

for the sum of Three thousand \$1,300.00 Dollars (\$3,600.00)
(hereinafter called the purchase price), on account of which Three Hundred Sixty and no/100
Dollars (\$360.00) 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: \$3,240.00) to the order
of the seller in monthly payments not less than Thirty-six and no/100
Dollars (\$80.00) each.

payable on the 1st day of each month hereafter beginning with the month of Feb., 1991, 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 [REDACTED] until paid, interest to be paid monthly and * in addition to the minimum monthly payments above required. Taxes on said premises for the current tax year shall be paid by the buyers, and on the date of this contract, paid by sellers, thereafter by buyers

The buyer covenants to and agrees to the seller that the real property described in this contract is held for agricultural purposes only, and that it will not be used for business or commercial purposes other than agricultural purposes.

HOME *be it agreed by both parties that if the buyer shall fail to pay to the seller all or any part of the amount due him by reason of any claim or defense which he may have against the seller, the seller may deduct the same from the amount due him and shall bear interest at the rate aforesaid, without waiving, however, of any right arising to*

10 and deposited in escrow.

The Seller reserves the right to cancel the sale if the buyer fails to make payment by the due date or if the buyer fails to meet any other condition of the contract.

The true and certain information of all the things therin, related or known to defendant, is as follows:

The cause having been tried in accordance with the agreement made by the parties hereto, the buyer agrees to pay such sum as the court or the referee may award plaintiff in said trial or action and if an appeal is taken from any judgment or decree of the trial court, the buyer shall pay plaintiff's attorney's fees on such appeal.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, its president or its corporate name do be signed and its corporate seal affixed hereto, and countersigned by one or more members of the Board of Directors.

STATE OF OREGON COUNTY DEPARTMENT OF HUMANITIES

I hereby certify that the will instrument was received and filed for record on the 20th day of September A.D. 1978 at 11:00 o'clock A M., and duly recorded in Vol. M78.

of Credits on 1st April 2007/8

W.M. O. KELLY, County Clerk

John Muller Deputy