

55664

THIS CONTRACT, Made this 18th day of September, 1978, between  
Michael S. Jirai and Margaret E. Jirai, husband and wife, and  
Clark J. Hamilton, a single man; and Paul Dapirak and Lorrie E. Dapirak (H&W),  
hereinafter called the seller,

**WITNESSES:** H. That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell and the buyer will purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 4, Block 9, Tract 1039 Yonna Woods, Unit #2

for the sum of Five Thousand Dollars (\$5,000.00) on account of which Three Hundred Fifty Dollars and  $\frac{1}{2}$  Dollars (\$350.00) is paid on the execution hereof (the receipt of which is acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in

Interest at the rate of \$30,000 per month or more until both principal and  
like payment is paid in full. First payment due 22nd of October, and a  
sum of \$22nd of each month thereafter.

the Farmer agrees to sell to the Buyer all delivered harvested and purchased grain shall bear interest at the rate of **8%** per annum paid in monthly installments due on the **1st** day of each month from the date received, there will be no premium for the number of days over which the grain is held being included in the time of delivery.

all delivered back to us and purchase price shall bear interest at the rate of **8%**  
until paid, interest to be paid **monthly** and **1** being included in  
the purchase for the number of years shall be **1** year.

**TERMINATION BY BUYERS** The said lessees shall have the right to cancel this lease and to return the real estate as tenants by the entireties, or to sell the same at the purchase price of said described real estate hereinafter set forth, or to let the same at the purchase price of said described real estate, or to lease the same at the purchase price, principal and interest, immediately shall vest solely

19, 1910, and may retain such possession as he or she sees fit, subject to the following conditions: (1) The lessee shall pay to the lessor all taxes, insurance premiums, fire insurance premiums, rent, property taxes, public charges and expenses, and personally become liable for any sum theretofore become past due that at buyer's option may be assessed against him or cause by fire with extended coverage.

**When principal reduced 50%**  
and purchase price, market value in and to said premises,  
and all fixtures, equipment and personalty therein, and  
all building and other restrictions, easements, covenants  
and all other rights and obligations, now or hereafter existing  
in respect thereto, shall be released, discharged and  
waived, and the title to the same shall be reconveyed  
to the seller, with full payment to the seller as their  
just and true value, and the balance may do as and pay payment so made shall be added to and  
make up the balance due, if the sale is made without a waiver, however, of any right arising to the

and the Buyer shall be bound to pay to the Seller the sum of \$1000 as earnest money, which sum shall be paid by the Buyer to the Seller at the time of the execution of this contract, and in case the Buyer shall fail to make the payment of the sum of \$1000 to the Seller at the time of the execution of this contract, or fail to keep any of the representations made by the Buyer herein contained, the Seller shall be entitled to retain the earnest money paid by the Buyer to the Seller and to sue for the amount of the earnest money so retained.

the amount so due and unpaid, or to keep any agreement herein contained, then and thereupon the said principal and interest, to declare the whole unpaid principal balance of the note, and all interest thereon, to be due and payable, and to determine and the holder thereof may cause to be paid up the sum so declared, shall revert to and remain in said seller.

16. **Warranties.** The sellers warrant that they have the right to sell the buyer any right or the buyer of return, reduction or compensation  
17. **Payments.** All agreed, paid and performed as at the contract and such payments had never been  
18. **Delivery.** The goods shall be delivered to the buyers at the time and place  
19. **Retention of title.** The buyers shall retain  
20. **Liability.** The sellers shall not be liable for any damage or loss  
21. **Termination.** The buyers may terminate the contract if the sellers do not  
22. **Assignment.** The buyers may assign the contract to another person  
23. **Entire Agreement.** This contract contains the entire agreement between the parties  
24. **Amendments.** Any amendment to this contract must be in writing and signed by both parties  
25. **Law.** The law of England shall govern the interpretation of this contract  
26. **Dispute Resolution.** Any dispute arising from this contract shall be referred to arbitration  
27. **Final Clauses.** The following clauses shall remain in force even if the rest of the contract is invalid or unenforceable

The lower portion of  
the right side however  
is exceeding smooth and  
The nose and mouth  
are also good but the  
rest of the body is  
not so good as the  
upper portion.

plaintiff's attorney's fees on such  
basis.

**IN WITNESS** WHEREON, said it has been  
agreed as a corporate body to be signed and its corporate seal affixed hereto  
parties have executed this instrument in duplicate; if either of the un-

Buyers: *Edgar* *Michael M. Berger*  
Sellers: *Michael M. Berger*

*Felicia* *Patricia* *Margaret H. Jaeger*

**STATE OF OREGON**

hereby certify that within instrument was received and filed for record on the 27th day of  
September A.D. 1918 at 11:15 A.M.

Deeds 10-28 at 14 o'clock A.M., and duly recorded in Vol M78.  
Page 21445.

**FEE \$3.00**

--670 Page 2145

WM. D. MILNE, County Clerk

By Ernesto Fletcher

Deputy

Paul & Loretta E. Dopirak  
1225 Harold Ave., Simi Valley, California 93065

Send tax statement to: