0-3321-43-59

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55691

THIS CONTRACT, Made this 23d day of August, 19 78, between Michael B. Jager and Margaret H. Jager, husband and wife, and Clark J. Kenyon, a single man, hereinafter called the seller, and Georgiana K. Beighton, a single woman, and David R. Beighton, a single man, 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 land 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 Devulopment, in advance of, or at the time of your signing the contract or agreement. If you received the Property Report less than 43 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 District 1069 as spelled out in the Articles of Association recorded in Klamath County on March 14, 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 acre minimum release provision is well within their financial capability to perform.

Lot 15, Block 3, Tract No. 1069.

for the sum of Seven Thousand Nine Hundred and no/100 Dollars ($ 7,900.00) (hereinafter called the purchase price), on account of which Seven Hundred Ninety and no/100 Dollars ($ 790.00) is paid at 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: $ 7,110.00) to the order of the seller in monthly payments of not less than Seventy and no/100 Dollars ($ 70.00) each,

payable on the 20th day of each month hereafter beginning with the month of November, 1978, 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 7.5 per cent per annum from October 20, 1978 until paid, interest to be paid monthly and * in addition to the minimum monthly payments above required, being included in taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract, paid by sellers, thereafter by buyers

The buyers covenant and agree with the seller that the real property described in this contract is ~~purchased for business purposes~~ ~~(2) that the premises are owned by buyers as a residence or dwelling~~ (3) that the premises are owned by buyers as a natural person in for business or commercial purposes other than agricultural purposes.

The buyers shall be entitled to possession of said lands on August 23, 1978, and may retain such possession so long as they shall not default under the terms of this contract. The buyers agree that at all times they will keep the buildings on said premises, now or hereafter erected, in good repair and insured against loss or damage by fire (with extended coverage) in an amount not less than $; that they will keep said premises free from mechanic's and all other liens and charges and municipal liens which have become liens that they will pay all taxes, assessments, and all other charges against said premises, as well as all water rents, public charges and municipal liens which hereafter become past due; that at buyer's expense, he will defend any suit or proceeding before the same or any part thereof become past due; that at buyer's expense, he will defend any suit or proceeding brought against the seller or any part thereof, and will pay all costs and attorney's fees incurred by him in defending against any such suit or proceeding; that they will keep the buildings now or hereafter erected on said premises insured against loss or damage by fire (with extended coverage) in an amount not less than $, payable in case of loss to the seller, with loss payable first to the seller and then to the buyer as their interests may appear, and will deliver all fire insurance policies to the seller as soon as insured. Now if the buyer shall fail to pay any taxes or assessments, or to deliver the policies of insurance to the seller as soon as insured, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract, without waiver, however, of any right arising to the seller for the buyer's default of contract.

The seller agrees that at his expense and within 10 days after the date hereof, he will furnish unto buyer a title insurance policy in and deposited in escrow the sum of $, covering the said premises in the seller as or subsequent to the date of this agreement, showing the title thereof in the condition herein contemplated, and other encumbrances now of record, if any. Seller also agrees that when said and against the said premises, except as herein contemplated, he will deliver a good and sufficient deed conveying said and pertaining thereto in fee simple, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances as of the date of the buyer's payment of the purchase price herein, except the rights of the buyer herein, the said easements and restrictions and the taxes, municipal liens, water rents and public charges not delinquent, but subject to similar rights, if any, accruing, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges not delinquent, and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments herein required, or any of them, or shall fail to keep any other agreement herein contained, then the seller at his option may have the said contract forfeited and terminated as to the said buyer, or any other person claiming under said buyer, in the manner provided by the laws of the state of Oregon, or may at his option, in lieu of such forfeiture, (1) declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and may (2) in foreclose this contract by suit in equity, and in any of such cases, the said buyer shall be allowed the benefit of any payments on said purchase price theretofore made by the buyer, hereunder shall revert to and revest in said seller without any act of reversion, or any other act of said seller, and the said buyer shall have no further rights hereunder, but shall be considered as a tenant of said premises at a reasonable rent, and said seller shall be entitled to the immediate possession of said premises, and may remove said buyer therefrom, and all payments on said purchase price theretofore made by said buyer shall be considered as the reasonable rent of said premises during the time they have been occupied by said buyer, and shall be forfeited and retained by said seller as the agreed and reasonable rent of said premises, without any right of said buyer to demand or receive any part of the payments so made, and said buyer shall have no further rights or claims against said seller, or any other person claiming under said seller, by reason of said payments or any part thereof, or by reason of the purchase of said property, or by reason of this contract, and said seller may at any time thereafter, or at any time thereafter, to sell, convey and dispose of said premises, without any further accounting to said buyer, and said seller shall be entitled to the use and possession of said premises and all improvements thereon, together with all the improvements and appurtenances thereunto belonging.

The failure of the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right thereafter to enforce the same, nor shall a waiver by the seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or of any other provision hereof.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 7,900.00 (Here insert the actual consideration consisting of money, property or other value given or promised which is the consideration (indicate which).)

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees in the aforesaid litigation in said suit or action and if an appeal is taken from any judgment or decree of the said court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract it is understood that the buyer may be more than one person; that if the context so requires, the singular shall include the plural, the masculine the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned 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.

BUYERS: David R. Beighton, Georgiana K. Beighton

SELLERS: Margaret H. Jager, Clark J. Kenyon

STATE OF OREGON, COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of September A.D., 19 78, at 2:09 o'clock P M., and duly recorded in Vol. M78, of Deeds on Page 21483.

WM. D. MILNE, County Clerk

By Eunice Adler, Deputy

FEE $3.00

Send tax statement to: Georgiana K. & David R. Beighton, 2205 Ocean Ave., Long Beach, California 90806

FIRST NATIONAL BANK OF OREGON