

THIS CONTRACT, Made this 8th day of September, 1978, between Michael B. ... and Clark J. Kenyon, and Boris A. ... and Gretchen H. Alenin, husband and wife, hereinafter called the seller,

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 days: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' 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 Division 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-acre minimum release provision is well within their financial capability to perform.

Lot 6, Block 4, Tract No. 1069. For the sum of (99) Thousand Nine Hundred Sixty and no/100 Dollars (\$9,950.00) (hereinafter called the purchase price), on account of which Nine Hundred Ninety-five and no/100 Dollars (\$995.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller in more than one payment of not less than Ninety and no/100 Dollars (\$90.00) each.

payable on the 10th day of each month hereafter beginning with the month of December, 1978, 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 6 1/2 per cent per annum from November 10, 1978, 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 pro-rated between the parties hereto as of the date of this contract paid by sellers, thereafter by buyers.

The buyer covenants and agrees that the real property described in this contract is for business or commercial purposes other than agricultural purposes. The buyer shall be responsible for the maintenance and repair of the buildings on said premises, now or hereafter erected on said premises, and shall keep said buildings in good repair and shall pay for the cost of such repairs and maintenance. The buyer shall be responsible for the maintenance and repair of the buildings on said premises, now or hereafter erected on said premises, and shall keep said buildings in good repair and shall pay for the cost of such repairs and maintenance.

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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: SELLERS:

STATE OF OREGON, COUNTY OF KLAMATH: I hereby certify that the within instrument was received and filed for record on the 27th day of September, A.D. 1978, at 2:09 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 21484. FEE \$3.00

WM. D. MILNE, County Clerk; By: [Signature] Deputy

601 Main Street, Klamath Falls, Oregon 97601

tax statement to: Boris & Gretchen H. Alenin