

56903

THIS CONTRACT, Made this 10 day of Oct., 1978, between  
Michael B. Jager and Margaret H. Jager, husband and wife, and  
Clark J. Kenyon, a single man, hereinafter called the seller,  
 and August Hauptmann and Juanita Hauptmann (H&W), 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 lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 1, 9, and 10, Block 9 Tract 1039, Yonna Woods Unit #2  
 for the sum of Fifteen Thousand Eight Hundred Dollars and no. 10 Dollars (\$15,800.00)  
 (hereinafter called the purchase price) on account of which One Thousand Five Hundred Eighty Dollars and no. 100 Dollars (\$1,580.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

One Hundred Thirty Five Dollars and Ninty Four Cents (\$135.94) per month  
 or more until both principal and interest are paid in full. First payment  
 Due Nov, 20, 1978 and a like payment the 20th of each month thereafter.

The buyer warrants to and covenants with the seller that the real property described in this contract is  
 (1) not an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.  
 (2) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

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 8% per cent per annum from the date of the purchase price until paid, interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be paid by the seller and the buyer shall be responsible for the taxes thereafter by buyers.

At the time of the execution hereof, the sellers herein (who are husband and wife) own said described real estate as tenants by the entirety; wherefore, the sellers intend and declare that their interest in this contract and in the unpaid purchase price of said described real estate heretofore shall be that of joint tenants with the right of survivorship and not that of tenants in common; in the event of the death of one of the sellers, the title to the seller's interest in this contract and in and to the then unpaid balance of said purchase price, principal and interest, immediately shall vest solely in the survivor of the sellers.

The buyer shall be entitled to possession of said lands on closing 1978, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics' and other liens and save the sellers harmless therefrom and reimburse sellers for all costs and attorney's fees incurred by them in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ NONE.

The seller agrees that at their expense and within ten days from the date hereof, when principal reduced 50% they will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) the title in and to said premises in the seller on or subsequent to the date of this agreement, said purchase price is fully paid and upon request and upon surrender of this agreement, they will deliver a good and sufficient deed conveying and premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer 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 above required, or any of them; punctually within ten days of the time limited therein, or fail to keep any agreement herein contained, then the sellers at their option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon, as of the date hereof, due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the sellers hereunder shall utterly cease and determine and the buyers shall have no right to redeem, reclaim or compensation without any act of re-entry or any other act of said sellers to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property, as absolutely, fully and forever, as if this contract and such payments had never been made; and in case of such default all payments heretofore made on this contract are to be retained by and belong to said sellers as the agreed and unpaid; and in case of such default all payments heretofore made on this contract are to be retained by and belong to said sellers as the agreed and unpaid; and in case of such default, the buyer shall have the right immediately or at reasonable time thereafter to enter upon the land aforesaid without any process of law and take immediate possession thereof together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the sellers at any time to require performance by the buyer of any provision hereof shall in no way effect their right hereunder to enforce the same, nor shall any waiver by said sellers of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,800.00.

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 court may judge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial 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 contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine shall include 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; also, in the event of the demise of one of said sellers, that the word "sellers" shall mean only the survivor of them and the heirs and assigns of such survivor.

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: August Hauptmann Juanita Hauptmann Sellers: Michael B. Jager 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 18th day of October A.D., 1978 at 1:11 o'clock P.M., and duly recorded in Vol. 178 of Deeds on Page 23343.

FEE \$3.00

WM. D. MILNE, County Clerk  
 By Bernice Schleich Deputy

TURN TO: FIRST NATIONAL BANK OF OREGON  
 601 Main Street  
 Klamath Falls, Oregon 97601  
 ATTENTION: CLARA  
 978 OCT 19 PM 11

id tax statement to: August & Juanita Hauptmann  
 2418 Kane Street, Klamath Falls, Oregon 97601