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THIS CONTRACT, Made this Oct 2 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 Jeffery L. Dopirak and Nancy K. Dopirak (H&W)

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 3, Block 9 Tract 1039 Yonna Woods Unit #2

for the sum of Three Thousand Five Hundred Dollars and no. 100 Dollars (\$3,500.00)
(hereinafter called the purchase price) on account of which Three Hundred Fifty Dollars and
no. 100 Dollars (\$350.00) 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:

Thirty Eight Dollars (\$38.00) per month or more until both principal and interest are paid in full. First payment due November 13, 1978 and a like payment the 13th of each month thereafter.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) exclusively for buyer's personal family household or agricultural purposes,

(B) 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 _____ 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 sellers, taxes thereafter by buyers.

At the time of the execution hereof, the sellers herein (who are husband and wife) own and 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 said described real estate hereinafter 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 1/2 of the sellers' 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 _____, 19____, 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 building on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or other detriment to the same; that he will keep said premises free from all liens and claims of third parties, and will indemnify and reimburse the seller for all costs and attorneys' fees incurred by them in defending themselves and the seller from the claims of mechanics and other liens and save the sellers harmless therefrom and reimburse the seller for all costs and attorneys' 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 assessments, and will keep the same paid; that he will before the same or any part thereof become past due, that at his 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 in a company or companies satisfactory to the sellers, with loss payable to the sellers as their interest may appear and all policies of insurance to be delivered to the sellers as soon as insured. Now if the buyer shall fail to pay any such fees, costs, water rents, taxes, or charges or to procure and pay for such insurance, the sellers may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid without waiver, however, of any right arising to the sellers for buyer's breach of contract.

The sellers agree that at their expense and within ten days from the date hereof, ☒ when principal reduced 50% they will furnish to the buyer an insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises and they will thereon pay or reimburse themselves for the cost of such insurance. If the buyer fails to pay the purchase price in full by the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Sellers also agree that when said purchase price is fully paid and upon request and upon surrender of this agreement, they will deliver a clear and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, together with a full and complete release of all liens, water rents and public encumbrances as of the date hereof excepting:

the taxes and assessments levied and assessed on the premises and the water rents and public encumbrances created by the buyer or his assigns.

[illegible]

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 affect the buyer's 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 \$3,500.00

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 adjudge reasonable as attorney's fees to be awarded plaintiff in said suit or action and if no award 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 contract so requires, the singular pronouns 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 as may be assumed and implied to make the provisions hereof apply equally to corporations and to individuals; also, in the event of the death 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 thereto by order of its board of directors.

Buyers: *Robert C. Dyer*
Jeffery L. Dvoirak
Nancy L. Dvoirak

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. M78 of Deeds on Page 23344.

FEE \$3.00

WM. D. MILNE, County Clerk

By L. L. L. L. L. L. Deputy

and tax statement to: Jeffery L. & Nancy K. Dopirak
1744 Caliban Dr., Encinitas, California 92024