

65275

19 79, between

THIS CONTRACT, Made this 14 day of March, 1934, between
Michael B. Jager and Margaret H. Jager, (H&W) and _____, hereinafter called the seller,
Clark J. Kenyon, a single man _____, hereinafter called the buyer,
and Jack Oberdick, a single man _____, and agreements herein contained, the

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 11 Block 7 Tract 1039 Yonna Woods Unit #2
for the sum of Four Thousand Seven Hundred Fifty Dollars Dollars (\$4,750.00)
(hereinafter called the purchase price) on account of which Four Hundred Seventy Five Dollars
Dollars (\$475.00) 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:

Forty One Dollars (\$41.00) per month or more until both principal and interest are paid in full. First payment due April 30, 1979 and a like payment the 30th of each month thereafter.

The buyer warrants to and covenants with the seller that the real property described in this contract is not ~~intended or to be used for agricultural purposes,~~
The buyer warrants to and covenants with the seller that the real property described in this contract is not ~~intended or to be used for agricultural purposes,~~
natural person) is for business or commercial purposes other than agricultural purposes.

(B) The purchase price for said premises (or, if the purchase price is not paid in full at the time of the purchase, the deferred balance of said purchase price) shall bear interest at the rate of 12 per cent per annum from 1/1/78 until paid; interest to be paid monthly and being included in the purchase price. Taxes on said premises for the current tax year shall be prorated between the parties as tenants in common.

[illegible][illegible]

in an amount not less than \$ _____, interest may appear and all policies of costs, water rents, taxes, or charges or become a part of the debt secured by _____, and within ten days from the date hereof, _____ (when principal reddeed 50% _____) _____

[illegible][illegible][illegible]

The buyer further agrees that failure by the seller to perform the obligations set forth herein shall constitute a breach of this contract, and the buyer agrees to enforce the same, nor shall any waiver by the buyer affect their right hereunder to enforce the same, or as a waiver of the provision itself.

Any succeeding breach of any such provision or of any other provision of this contract shall constitute a breach of this contract.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$4,750.00 (Stated in the actual consideration).

The true and actual consideration paid for this transfer, stated in terms of dollars, is four thousand seven hundred and no/100ths (Stated in the actual consideration).

The buyer agrees to pay such sum as the seller may demand in and out of court, and to enforce any of the provisions hereof, if taken from any judgment or decree in any suit or action and if an appeal is allowed as plaintiff's attorney's fees on such appeal.

[illegible]

In construing this contract, it is understood that the buyer may be more than one person; that if the contract, and all grammatical changes thereof, shall be taken to mean and include the plural, the provisions hereof apply equally to corporations and to individuals; also, in the event of the death of any seller, that the word "sellers" shall mean only the survivors 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 duly authorized officer or officers in its board of directors.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and date first above written.

undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be hereunto affixed by its officers duly authorized thereunto by order of its board of directors.

Sellers: Michael B. Pagar

Buyers: Rose Bender Sellers: Margaret H. Jager

[illegible]

Jack Oberdick

Clark J. Kennedy

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Neff Form No. 1308 or similar MUST be used for disclosures under the

COUNTY OF KLAMATH, SS.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 instrument was received and filed for record on the 10th day

I hereby certify that the within instrument was received and filed for record on the 10th day of July, 1920 at 12:58 o'clock P. M., and duly recorded in Vol. 779

I hereby certify that the within instrument was
Apr 11 A.D., 19 79 at 12:58 o'clock P M., and duly recorded in Vol. 179
 on Page 7882. JAMES D. MUNE County Clerk

of April 11 A.D., 1979 at 22
Deeds on Page 7882.

of Deeds
FEE \$3.00
By Bunetta H. Hutsch Deputy

FEE \$3.00 BY ~~S. M. H.~~