

THIS CONTRACT, Made this 21st day of April, 1980, between
MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and CLARK J.
KENYON, a single man, hereinafter called the seller,
and CHARLES CRAMER, a married 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 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 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 TRACTS 1069, 1122, AND 1123 AS SPELLED OUT IN THE ARTICLES OF ASSOCIATION RECORDED IN KLAMATH COUNTY ON MARCH 12, 1973, INSTRUMENT NO. 74116, VOLUME M73, PAGE NO. 2591.

Lots 3, 4, 5, and 6, Block 10, Tract #1122
 for the sum of Eighteen Thousand and 00/100 Dollars (\$ 18,000.00)
 (hereinafter called the purchase price), on account of which One Thousand Eight Hundred
Dollars (\$ 1,800.00) is paid on 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: \$ 16,200.00) to the order
 of the seller in monthly payments of not less than One Hundred Sixty -----
Dollars (\$ 160.00) each, -----

payable on the 15th day of each month hereafter beginning with the month of June, 1980, 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 9 per cent per annum from May 15, 1980 until paid, interest to be paid monthly and * (in addition to being included in 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.

The buyer warrants to and covenants with the seller that the real property described in this contract is for 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.

The buyer shall be entitled to possession of said lands on or before April 21, 1980, 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 mechanic's and all other liens except those heretofore 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 being paid by him as they become 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

insure and keep insured all buildings now or hereafter erected on said land, and in case of loss or damage to any of said buildings, the seller shall pay to the buyer the full amount of the loss or damage, less the amount of any insurance proceeds received by the buyer, and the seller shall be bound to deliver to the buyer a title insurance policy in favor of the buyer, and the seller shall be bound to pay the cost of said title insurance policy.

[illegible][illegible]

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller 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.

18,000.00 ~~However, the actual consid-~~

his right hereunder to enforce the same, nor shall any waiver by him constitute a precedent or basis for a claim of a continuing or recurring breach of any such provision, or as a waiver of the provision itself.

18,000.00

Moreover, the actual consid-

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 100.00 part of the consideration indicated hereby. ^①
~~action, consists of or includes the property or value transferred or promised, which is the whole consideration indicated hereby.~~
In case suit or action is instituted to enforce 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 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.
It is understood that the seller or the buyer may be more than one person; that if the contest so requires, the singular shall be construed as plural and vice versa, and that generally all grammatical changes shall be made as may be necessary to carry out the intent of the parties.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and 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.

BUYER *W. L. O'Connell*

~~SELLERS~~

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
If warranty (A) is applicable, delete (B), and if the latter is a condition, as such word is defined in the Uniform Code of
Regulation, delete (C). If it complies with the Act and Regulation no marking required otherwise.
Use Statement form No. 1024 or similar under the contract will become a first lien to finance the purchase of
equipment in which event use Statement form No. 1027 or similar.

NOTE: The sentence between the symbols $\bar{\cdot}$, if not applicable, should be deleted, see Oregon Revised Statutes, Section 93.020 (Material elements must be stated in brackets)

After reeording return to KCTC, CE#3313

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 20th day of May A. D. 19 80 at 11:21 o'clock AM., and

fully recorded in Vol. M80, of Deeds on Page 9211

Wm D. MILNE County Clerk

By Suzetha Hetch

Fee \$7.00

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One Thousand Three Hundred and Sixty

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