14 ,=	1332/-,3-39 Page 13429
	OELEL 85799 871099th day of May 1980, between
;; ;;	MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and CLARK J. KENYON, a single man , hereinalter colled the seller,
	andRONALD_D_ and MELANIE A _MILLER
1	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
Ĭ.	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
ተ	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 CON-
#	SUMMATION 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
41-	DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, COLUMBUS DAY, THANKSGIVING, AND
-81-1m-98	CHRISTMAS." IT IS MANDATORY THAT THE PURCHASER BE A MEMBER OF THE LITTLE DESCHUTES RIVER WOODS
3	OWNERS ASSOCIATION AND IS SUBJECT TO MAINTENANCE OF BOTH THE ACCESS ROAD AND THOSE
3	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,
	WOLUME M73, PAGE NO. 2591. Lot 13, Block 9, Tract #1123
. i' . ii	for the sum of Five Thousand and 00/100 Dollars (\$ 5,000.00)
!!	(hereinalter called the purchase price), on account of which Dollars (\$ 500.00) is paid on the execution hereof (the Febrial Burdlers hereby accounted by the
ļ	seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 4,500.00) to the order of the seller in monthly payments of not less than Fifty and 00/100
	Dollars (\$ 50.00) each,
	payable on the1stday of each month hereafter beginning with the month ofJuly, 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 of9per cent per annum from
	June 1, 1980 until paid, interest to be paid. Monthly and * in addition as = 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 *(A) primarity-In this yers personal-taimity, thousehold on agricultural purposes, = = (B) for an organization or (even if buyer is a natural person) is for buyerss or commercial purposes other than agricultural purposes. MAY
	The buyer shall be entitled to possession of said lands on If the buyer shall be entitled to possession of said lands on The buyer shall be entitled to possession of said lands on The buyer shall be entitled to possession of said lands on The buyer shall be entitled to possession so long as the buyer shall be entitled to be entitled
	and all other liens and save the seller harmless therefrom and reimhurse seller for all costs and attorney's fees incurred by him in detending against any such liens; that he will pay all taxes herearter levied against said property, as well as all water rents, public charges and municipal liens which herealter 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
i	insure and keep insured all buildings now or herealter 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 seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
	such itens, costs, water tents. Lives, or charkes or to procure and pay for such insurance, the seller 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 aircressaid, without waiver, however, of any right arising to
	the seller for buyer's breach of contract. and deposited in escrow The seller agrees that at his expense and within 10 days from the date hereof, he will furnish unto buyer a title insurance policy insuring fin an amount equal to said purchase price; marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual punted exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
	said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in lee simple unto the buyer, his hows and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seiler, 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 therefor, or fail to keep any agreement herein contained, then
	the seller at his option shall have the following rights: (1) to declare this contract null and void. (2) to declare the whole unpaid principal basance of said purchase price with the interest thereon at once due and passable and or (3) to foreclase this contract by suit in equity, and in any of such Cases, all rights and interest created or then existing in taxor of the buyer as adainst the seller hereunder shall utterly crase and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall evere to and revert in said seller without any act
	of resentive or any other act of said seller to be performed and without any right of the baser of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such detault all payments therefore made on this contract are to be retained by and belong to said seller as the agreed and reasonable tent of said premises up to the time of such detault. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter. To
	enter upon the Lind alorescul, 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 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 auc-
	The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00. Offorerer, the extual consideration consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00. Offorerer, the extual consideration consideration in the interpretation consideration of the property of restore this contest to the consideration of the processor, the consideration as the second of the processor that the consideration is not the processor that the consideration are the consideration of the processor that the consideration is not the processor.
	Court may adjudge teaminable as altother's lees to be allowed plainfull in said but or action and if an appeal is taken from any judgment or deserge of the trial court, the buyer luther primitives to pay such sum as the appealate court shall adjudge teaminable as plainful a altothey a lees on such appeal. In constraint this contract, it is understood that the seller or the buyer may be more than one person that if the context so requires, the annu-
	lar promium shall be taken to mean and include the plural, the maxuline, the leminine and the neuter, and that generally all graminatical changes shall be made, assumed and implied to make the provisions hereot apply equally to corporations and to individuals.
	IN WITNESS WHERECF, 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
	* Melanie a. Miller Clark T. June
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Shouthern W. Calif led for record at request of __Klamath County Title Co_ nis 19th day of June A. D. 19 80 at 11: 35 clock A M., and recorded in Vol. M80 , of <u>Deeds</u> on Page 11295 Wm D. MILNE, County Clerk



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TE OF OREGON; COUNTY OF KLAMATH; SS. for record at request of Klamath County Title Co. is 18th day of July A. D. 1980 at 3:31 clock M., or o ___ on Page 13429 Luly recorded in Vol. _____N80__, of ______Deeds____ O - Wm D. MILNE, County Cien By Dernetha > angga sali ang sa mga ka

Fee \$7.00