Vol. m 80 Page 17258 THIS CONTRACT, Made this 7th day of July 1980, between MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and GLARK KENYON, a single man , hereinalter called the seller, and PATRICK JANISCH and LINDA JANISCH, husband and wife

, 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 HAVE THE UPITUN 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 OF 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 MASHINGTON'S RIBTHDAY MEMODIAL THE FOLLOWING BUSINESS HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, COLUMBUS DAY, THANKSGIVING, AND

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.

Lot 2, Block 12, Tract #1122

for the sum of Five Thousand Seven Hundred Fifty & 00/100 Dollars (\$.5,750.00 Thereinalter called the purchase price), on account of which ... Five Hundred Seventy Five 6.00/100 Bollars (\$....575.00 ...) 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: \$ 5,175.00) to the order of the seller in monthly payments of not less than. Fifty and 00/100 -----Dollars (\$ 50.00 each,

payable on the 15th day of each month hereafter beginning with the month of August 19 80 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; July 15, 1980 until paid, interest to be paid Monthly and the included in

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated 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 \$6.4\text{ primarily. lor-buyer-in-personal. lamby-household or agreeltural purposes.}\$

(B) for an organization or (even it buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall call entitled to possession of said lands on \$\text{JULY 7}\$

he is not in default under the terms of this contract. The buyer afrees that at all times he will keep the buildings on said premises, now or hereafter and all other liens and save the seller harmlers therefrom and reminures seller for all costs and attorney's fees incurred by him in defending against and such liens; that he will have all taxes hereafter levied adjunts and property, as well as all water rents, public charges are municipal liens which here insuly 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 now the property of the stended coverage) in an amount 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 combany 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 inens, costs, water renty taxes, or charges or to procure and pay for such insurance, the seller army 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 aloresaid, without waiver, however, of any right arising to the seller for buyer's breach of contract. And deposited in escribed.

the seller for buyer's breach of contract. AND DEPOSITED IN ESCTOW

The seller agrees that at his expense and within 10 days from the date hereof, he will lurnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable litle in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and examents now of record, it 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 food and sufficient deed conveying said since said date placed, permitted or arising by, through or under seiler, excepting, however, the said eastments and restrictions and the trace, municipal liens, water rents and public charges so assumed by the buyer and lurther excepting all liens and encumbrances created by the buyer of his assigns.

liens, water rents and public charges so assumed by the buyer and lurther 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 imme limited therefor, or fail to keep any afterement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract multiple and void, (2) to declare the whole unpaid principal balance of all rights and interest created or then existing in taxor of the buyer as adainst the seller his contract by suit in equity, and in any of such cases, all rights and interest created or then existing in taxor of the buyer adainst the seller hereunder shall utterly case and determine and the right to the of resents, or any other act of said seller to be performed and without any right of the buyer of return, refarration or compensation for moneys paid of such default all payments therefolore made on this contract are to be retained by and belong in said seller as the acreed and resonable rent of said seller time of such default, all payments therefolore made on this contract are to be retained by and belong in said seller as the acreed and resonable rent of said enter upon the land alurestand, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances.

The hunce further adverse that failure by the allest the latest and the contract and apprehenses up to the time direct of the process of law, and take immediate possession thereof, together with all the improvements and appurtenances.

The buyer further ad-ees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way a right hereunder to enloste the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any 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 \$ 5,750.00 OHOWSER, The MCTURE CONSIDER

of the trial court, the buyer further promises to pay such sum as the appendix court and appendix appendix.

In construing this contract, it is understood that the seller or the buver may be more than one person; that if the contest to requires, the ungular promoun shall be taken to mean and include the piural, the missouline, the leminine 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 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.

SELLERS: Anda Janual

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Filed for record at request of _____Klamath County Title Co. this 11th day of September A. D. 19 80 at 3:08'clock P M., 'arm _ on Page _17258 Wm D. MILNE, Spunty Clor Servetha Ser

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