## THIS CONTRACT, Made this 9th day of October Vol. M80 - 91634 JAMES B. O'CONNOR, TRUSTEE

FURM No. 706-CONTRACT-PEAL ESTATE-Menthly Payments (Individual or Corporate) (Truth-In-Lending Series).

, hereinalter called the seller,

and JAMES C. WEEKS or DOREEN J. WEEKS, 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 de-

IT IS MANDATORY THAT PURCHASER BE A MEMBER OF THE HIGH COUNTRY RANCH ROAD AND PARK ASSOCIATION AND IS SUBJECT TO ABIDE BY THE ARTICLES OF ASSOCIATION OF THE HIGH COUNTRY RANCH AND PARK ASSOCIATION RECORDED IN KLAMATH COUNTY ON SEPTEMBER 12, 1979, INSTRUMENT NO. 73846, VOLUME M79, PAGE NO. 21734.

## LOT 1, BLOCK 5, TRACT 1161

for the sum of Thirty One Thousand Nine Hundred Fifty and 00/100 Dollars (\$ 31,950.00...) (hereinafter called the purchase price), on account of which Three Thousand One Hundred Ninety-Five Dollars (\$3,195.00) ) 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: \$ 28,755.00.) to the order of the seller in monthly payments of not less than. Three Thousand One Hundred Fifty and 00/100. Dollars (\$ 3,150.00.) each,

payable on the \_\_\_\_\_lst\_\_\_day of each maxim hereafter beginning with the month of \_\_\_\_\_December \_\_\_\_\_, 1981 , 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 December 1, 1980 until paid, interest to be paid annually and \* ibeing 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 •(A) primerity for buyer's personal leavity bourfield or adjuctified purposes. (B) for an organization or (even il buyer is a natural person) is for business or commercial purposes other than adjuctural purposes.

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 least, costs, water rents, tarks, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and be seller by this contract and shall be interest at the rate aloresaid, without waiver, however, of any right arising to the seller by this contract and shall be added to the seller by the sel

the seller for buyer's breach of contract. The seller agrees that at his expense and within ten (10) and deposited in estream, winout waiver, however, of any right ariser suring (in an amount equal to said purchase purch markefulle title in and to said premises in the seller on or subsequent to the date of this agreen save and escept the usual principal esceptions and the building and other restrictions and the easements now of rescal, if any. Seller also agrees that said purchase price is fully paid and upon request and upon surrender of this agreement, he will driver a food and sufficient deed convexing premises in fee simple unto the buyer, his heirs and essigns, there and clear of encundingness as of the date hered and the and clear of encundrances as of the date buyer, and all convexing since said date placed, permitted or arising by, through or unler seller, escepting, huwever, the said easements and restrictions and the farse, mumi liens, water rents and public charges to assumed by the buyer and huther escepting 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 of 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 of his assigns. And it is understood and agreed between said parties that time is of the time dimited thetefor, or fail to keep any actencement herein contained, to syments above required, or any of them, punctually within ten days of the time dimited thetefor, or fail to keep any actencement herein contained, to seller at his option shall have the following rights: (1) to declare this contract mult and void, (2) to declare the whole unput principal balance is eiler at his option shall have the following rights: (1) to declare this contract mult and void, (2) to declare the whole unput principal balance is eiler at his option shall have the following rights: (1) to declare this contract mult and void, (2) to declare the whole unput principal balance is replicated or then existing in lastic of the buyer as against the seller hereauder shall utterty created or then existing in lastic of the buyer as against the seller were of replicate the work of electrone and decrume and the right or seession of the precises above described and all other rights arguined by the buyer thereunder shall revert to and revert in suid seller without any i re-entry, or any other act of said seller to the performed and wholut any right of the buyer of refus, reclamation or compression for mores prime n account of the purchase of said property as alsolutely, fully and perfective as if this contract and such payments had never here made; and in contract remises up to the time of such default. And the suid seller, in case of such default, shall have the right with all respective, or at any time threadure and the reflet here remises up to the time of such default. And the suid seller, in case of such default, shall have the right with all the improvements and appurtenare rer sai all richt to the

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision bereal shall in no way affect his right bereander to enforce the same, nor shall any waiver by said seller of any breach of any provision bereal be beld to be a waiver of any suc-ceeding breach of any such provision, or as a waiver of the provision instruction bereal of any 2000 content of the provision of the provision bereal of any such provision bereal of any such provision bereal shall be a waiver of the provision of the provision bereal of any such provision of the provision of the provision of the provision of the provision bereal of any such provision bereal of the provision of the provision of the provision of the provision bereal of the provision of the provision bereal of the provision of the provision bereal of the provision bereal of the provision bereal of the provision bereal of any such provision bereal of the provision of the provision bereal of the provision of the provision of the provision bereal of the provisio

31,950.00 (How every the retuel consid-The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ .

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appeal. In construing this contract, it is understood that the seller or the huver may be more than one person; that if the contest so requires, the singu-lar pronoun shall be taken to mean and include the julural, the masculine, the lemmine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol 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 allixed hereto by its officers duly authorized thereunto by order of its board of directors.

James C. & Doreen V. Weeks

ames B ( Connor Lunt SELLER: GULLAU

2:001 Seaside Lone, Huntington Beach, Ca. Berge

is opported in the seller Stavana, Mass dwelling 

change is requested, all

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STATE OF OREGON COUNTY OF KLAMATH

Personally appeared James B. O'Connor, on this <u>Jand</u> day of <u>OCF</u>. 1980; Who, being first duly sworn, did say that he is the Trustee for James BU B'Conner, John D. O'Connor. Mary O'Connor and Violet Fitzgerald, and acknowledged the foregoing instrument to be his voluntary act and deed.

ss:

Before me: Azici, Bruba Notary Public for Oregon my commission expires 8-23-81

20659

Return to: Frontier Title.

> TATE OF OREGON; COUNTY OF KLAMATH; 55. Filed for record at request of \_\_\_\_\_\_\_Frontier\_Title\_Co. mis 23rd day of October \_A. D. 19\_80 ct 1:30 clock A M., and uly recorded in Vol. M80 of \_Deeds ----- on Page 20649 WE D. MILKE, County Cler Dervetha Apeloch

Fee \$7.00