

THIS CONTRACT, Made this 6th day of February, 1981, between
MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and
CLARK J. KENYON, a single man, hereinafter called the seller,
and MIKE HYLTON and CELIA HYLTON, 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 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 COMPLETION 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."

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 KANATH COUNTY ON MARCH 12, 1973, INSTRUMENT NO. 74116, VOLUME M73, PAGE NO. 2591.

Lot 30, Block 1, Tract 122
Five Thousand Seven Hundred Fifty & 00/100 Dollars (\$ 5,750.00)
for the sum of _____
(hereinafter called the purchase price), on account of which Five Hundred Seventy Five & 00/100
Dollars (\$ 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,

Dollars (\$ _____), each, _____, 19.81,
payable on the 1st day of each month hereafter beginning with the month of April _____, 19.81,
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
March 1, 1981 until paid, interest to be paid monthly and * (in addition to
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.

February 6, 1981

The buyer shall be entitled to possession of said lands on or before February 6, 1981 and may retain such possession so long as he is in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises free from mechanic's liens and shall pay all taxes hereafter levied against said property as well as water rents, public charges and municipal liabilities. In addition, 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

[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.

The purchase price for the property, stated in terms of dollars, is \$ 5,750.00 ~~Five thousand and no/100~~

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,750.00 ~~the true and actual consideration~~

In case of suit or action by the plaintiff, the court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit. In case of suit or action by the defendant, the court may adjudge reasonable as plaintiff's attorney's fees to be allowed defendant in such suit. In case of suit or action by the plaintiff, the court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit. In case of suit or action by the defendant, the court may adjudge reasonable as plaintiff's attorney's fees to be allowed defendant in such suit.

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.

BUYERS: *W. H. H. H.*

SELLERS:

RS: *[Signature]*
[Signature]
NOTE: The sentence between the

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and is the seller's, at such word as defined in the Truth-in-Lending Act and Regulation Z, the seller must comply with the Act and Regulation by making required disclosures for the purchase of a two Siemens-Ness Form No. 1124 or similar or, if the contract will become a first lien to finance the purchase of a dwelling in which event use Sellers' form No. 1137 or similar.

NOTE: The sentence between the symbols Δ and ∇ should be deleted, see Oregon Revised Statutes, Section 93.030 (Material acknowledgment on reverse)

12013

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO.

this 2 day of JULY A. D. 1981 at 12:26 P
DEEDS 12017
duly recorded in Vol. M81 of on Page .

EVELYN BIEHN, County Clerk

By Bernetha H. Deloch

FEE: \$7.00

Rel:
Klamath Co Title
368 C E