

THIS CONTRACT Made this 1st day of December, 1974, between  
 Irwin L. Ingram and Helen M. Ingram husband & wife, hereinafter called the seller,  
 and Richard L. Birch and Lita Birch 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-  
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

lot 02 block 23 Chelsea add. and 10 ft. vacated Quarry St.  
 00.000,8

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

for the sum of Eight thousand dollars & no cents  
 (hereinafter called the purchase price), on account of which none Dollars (\$ 8,000.00)  
 Dollars (\$ none) 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: \$ 8,000.00) to the order  
 of the seller in monthly payments of not less than Seventy six dollars & fourty six cts.  
 Dollars (\$ 76.46) each, month for 180 months, a total of \$13,762.80

payable on the 1st day of each month hereafter beginning with the month of December, 1974,  
 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 8% per cent per annum from  
 From December 1st, 1974, until paid; interest to be paid in monthly payments \* (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) primarily for buyer's personal, family, household or agricultural purposes.  
 (B) for an organization or even if buyer is a natural person, for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on December 1st, 1974, 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 and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any  
 such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-  
 after 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  
 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  
 not less than \$ 8,000.00

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 liens, costs, water rents, taxes, 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 become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to  
 the seller for buyer's breach of contract.

The seller agrees that at his expense and within 2,000 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
 suring (in 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 printed 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 fee simple unto the buyer, his heirs 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 seller, 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.

(Continued on reverse)  
 \*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is  
 a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures  
 for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use  
 Stevens-Ness Form No. 1307 or similar.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Jay Lindland

1409

Eagle Lake

Klamath County, Oregon 97601

Same as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

I certify that the within instru-  
 ment was received for record on the  
 day of, 1974,

at o'clock M., and recorded  
 in book on page or as  
 file/reel number

Record of Deeds of said county.

Witness my hand and seal of  
 County affixed.

By Recording Officer  
 Deputy

STATE OF OREGON

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

At \_\_\_\_\_ o'clock, A.M. and recorded on page \_\_\_\_\_ of \_\_\_\_\_

in book \_\_\_\_\_

Witness my hand and seal of the County of \_\_\_\_\_ and County of \_\_\_\_\_

County Clerk

By \_\_\_\_\_

Recording Officer

Deputy \_\_\_\_\_

By \_\_\_\_\_

County Clerk

*John Smith*