

THIS CONTRACT, Made this 7th day of January 1931, between Jager, husband and wife, and Clark J. Kenyon, a

married man  
and Andy Shin Kang and Ka Soon Kang, husband and wife, hereinafter called the buyer,  
the herein contained, the

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 CONSUMMATION 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."

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 54 in BLOCK 3 in TRACT 1122  
for the sum of Four Thousand Three Hundred Fifty and no/100 Dollars (\$4,350.00)  
(hereinafter called the purchase price), on account of which none  
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: \$4,350.00) to the order  
of the seller in monthly payments of not less than Sixty Nine and 68/100  
Dollars (\$69.68) each, February 1989.

Dollars (\$ 69.68) each, \_\_\_\_\_, 1989, payable on the 15th day of each month hereafter beginning with the month of February, 1989, 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 January 15, 1989, until paid, interest to be paid monthly and \* (in addition to 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.

1 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 the personal, family, household or educational purposes~~  
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

January 15, 1989, and may retain such possession so long as he will keep the buildings on said lands free from mechanical encumbrances.

[illegible]

not less than \$ none in a company or companies satisfactory to the seller, with whom as insured. Now if the buyer shall be added 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 be added 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 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.

and deposited in escrow

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[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 such existing breach of any such provision, or as a waiver of the provision itself.

This instrument is being executed in full satisfaction of the obligation stated in terms of dollars, is \$ 4,350.00

@ However the actual cost was \$10,000.00


[illegible]

The true and actual consideration paid for this transfer, stated in terms of dollars, is part of the consideration indicated above.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is the whole consideration indicated above.  
~~The true and actual consideration paid for this transfer, stated in terms of dollars, is~~  
~~consists of or includes~~ the property or value given or provided which is the whole consideration indicated above.  
In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may judge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.  
In this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular shall be construed as plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall apply to individuals.

appeal. In construing this contract, it is understood that the word "person" shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate, it entered into and the same to be made, assumed and implied to make the provisions hereof, effective.

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  Margaret H. Jager

by its officers duly authorized.

BUYERS

x Andy Shin Kang

Andy Shin Kang

x Ka Sooh Kang

Ka Sooh Kang

SELLERS  
Michael B. Jager Margaret H. Jager  
Clark J. Kenyon

NOTE: The sentences between the sym-  
bols ( ) if not applicable, should be  
deleted, see Oregon Revised Statutes  
Section 93.020 (Material omissions  
must be on reverse).

Ka Soon Kang

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 resident, as such word is defined in the South-Land Act and  
if warranty (A) is applicable and if the seller is a resident, as such word is defined in the South-Land Act and  
Regulation 2, the seller must comply with the Act and Regulation or making required disclosures for the purchase of a  
use Stevens-Ness Farm No. 1208 or similar for which the contract will become a first lien to finance the purchase of a  
dwelling in which event use Stevens-Ness farm no. 1207 or similar.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 17th day  
of Feb. A.D., 19 89 at 9:02 o'clock A M., and duly recorded in Vol. M89,  
of Deeds on Page 3031.Evelyn Biehn  
County ClerkBy Pauline Nickerson

FEE \$13.00