

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de- lands and premises situated in KLAMATH County, State of OREGON, to-wit:

seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller an undivided one-half interest in the 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 & 1123 AS SPELLED OUT IN THE ARTICLES OF ASSOCIATION RECORDED IN KLAMATH COUNTY ON MARCH 12, 1973, INSTRUMENT # 74116, VOLUME M73, PAGE # 2591.

Lot 8 in Block 3 in Tract 1069.

for the sum of Six thousand and no/00 Dollars (\$ 6,000.00)
m- (hereinafter called the purchase price), on account of which Six hundred twenty and no/00 Dollars (\$ 620.00) 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: \$ 5,380.00) to the order of the seller in monthly payments of not less than Fifty seven and no/00 Dollars (\$ 57.00) each,

payable on the 1st day of each month hereafter beginning with the month of September, 1994, 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 7½ per cent per annum from August 1, 1994 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.

The Buyer warrants to and covenants with the seller that the real property described in this contract is

(A) ~~wholly or partially owned and controlled by a natural person~~ for business or commercial purposes other than agricultural purposes.

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

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes after July 18, 1994, 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 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 the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any and all claims that he will pay all taxes heretofore levied against said property, as well as all sales and other public charges and municipal liens which hereafter shall be imposed upon said premises, all promptly before the same become due, and 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

insure and keep insured all buildings now or hereafter located on the premises, and the seller shall

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 such 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 amount due for such interests, 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.

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 be held to be a waiver of any such breach or of any such provision, or as a waiver of the provision itself.

[illegible]

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge 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 construing 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 pronoun shall be taken to mean and include the plural, the masculine, the feminine 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 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. SELLERS

by its officers duly authorized thereunto by order of its board of directors. SELLERS
BUYERS

Brian Kenyon April Kenyon	Michael H. Jager, Tst. Clark J. Kenyon	Margaret H. Jager,
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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
if warranty (B) 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-Nass 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-Nass Form No. 1307 or similar.

NOTE: The sentence between the hyphens -
Bols @, if not applicable, should be
deleted; see Oregon Revised Statutes
Section 93.030. [Notarial acknowl-
edgment on reverse].

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes Section 93.030. [Notarial acknowledgment on reverse].

TAXES TO: Brian Kenyon & April Kenyon
2662 Cummings Ln. Medford, OR 97501

Until a change is requested, all
 1-2 statements shall be sent to

33-02-94A10:49 RCVD

RETURN TO: Klamath County Title Co. 422 Main St Klamath Falls, OR 97601

STOPS 1054 1054 1054

23576

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 2nd day
of Aug A.D., 19 94 at 10:49 o'clock A M., and duly recorded in Vol. M94
of Deeds on Page 23575

FEE \$35.00

Evelyn Biehn County Clerk
By Pauline M. Henderson