

EN

THIS CONTRACT, Made this

..3rd.....day of.

..October

19..95..., between

Michael B. Jager & Margaret H. Jager, as Trustees of the Jager Fam. Trust Agmt., Dtd. 10-15-91
and Clark J. Kenyon and Georgiana K. Kenyon, hereinafter called the seller,
and Patrick F. Janisch and Linda K. Janisch, Husband and wife

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:

Lot 19 in Block 8 and 1/49th of Lot 1 in Block 11 in Tract 1161, high Country Ranch, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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 Road and Park Association recorded in Klamath County on September 12, 1979, Instrument No. 73846, Volume M79, Page No. 21734.

for the sum of.....Twelve Thousand Nine Hundred Fifty and no/00.....Dollars (\$12,950.00.....)
(hereinafter called the purchase price), on account of which Thirteen Hundred and no/00.....
Dollars (\$1,300.00.....) 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: \$11,650.00.....) to the order
of the seller in monthly payments of not less than One Hundred Twenty Five and no/00.....
Dollars (\$125.00.....) each,

payable on the 1st day of each month hereafter beginning with the month of December, 1995, 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 November 1, 1995 until said 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

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

The buyer shall be entitled to possession of said lands on Nov. 1, 19....., 19....., 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 repair and repair and will not suffer or permit any waste or strip thereof; that he will pay the building taxes from mechanic's liens and other liens and save the seller harmless therefrom and reimburse seller for all taxes levied against said premises, and all water rents, public charges and municipal liens which here-
after shall be imposed upon said premises, all promptly for 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 \$ 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 liens, costs, water rents, taxes, or charges or to procure any 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.

[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.

his right hereunder is subject to the condition that he shall not receive or accept any consideration, gift or gratuity from any person, firm or corporation in connection with his performance of his duties hereunder.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,950.00

~~This contract does not include other property or value given or promised which is part of the consideration indicated which may be included in the purchase price of the property transferred.~~

In witness whereof, the buyer agrees to pay such sum as the

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer shall defend the same and pay the costs thereof, and if the court may deem it just and 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.

of the trial court, the buyer further promises to pay such sum as the appraiser shall determine to be just and proper. 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.

BUYERS

Patrick F. Janisch

Linda K. Janisch

SELLERS

Michael B. Jager, Tst. Margaret H. Jager, Tst.

Clark J. Kenyon

Georgiana K. Kenyon

Linda K. Janisch P.O. BOX 724 CLARK CO., NEVADA 89403
915-444-1125, OR 97757

*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-Moss 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-Moss Form No. 1307 or similar.

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

PATRICK & LINDA JANISCH
PO BOX 724
GILCHRIST OR 97737

Until a change is requested, all
 tax statements shall be sent to

AFTER RECORDING, RETURN TO KLAMATH COUNTY TITLE CO

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 23rd day
of October A.D., 19 95 at 11:00 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 28782.

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Annette Mueller

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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FEE \$35.00

By Bernetha G. Letsch, County Clerk
Annette Mueller

THE STATE OF OREGON, COUNTY OF KLAMATH, ss. I, Bernetha G. Letsch, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Medford, Oregon, this 23rd day of October, 1995.

Bernetha G. Letsch, County Clerk