## 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 , hereinalter called the seller, and .....Patrick F. Janisch and Linda K. Janisch, Husband and wife

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hereinatter 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-

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.

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 \_\_\_\_\_lst\_ day of each month hereafter beginning with the month of \_\_\_\_\_\_December\_\_\_\_\_, 19.95, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; 1995 \_\_\_\_\_\_ until paid, interest to be paid \_\_\_\_\_ Monthly \_\_\_\_\_ and \* {in addition to being included in November 1, 1995

the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buryer warrants to and covenants with the seller that the real property described in this contract is \$(1) primarily for buyer's personal. Limity, invested for which lives persecve. {B} for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

to and become a part of the debt secured by this contract and shall bear interest at the rate aloresaid, without waiver, however, of any right arising to the selfer for buyer's breach of contract. The selfer agrees that at his expense and within 10 and deposited in ESCTOW. The selfer agrees that at his expense and within 10 and deposited in the data bearon to be data of this agreement, and deposited in the selfer on or subsequent to the data of this agreement, and of the selfer on or subsequent to the data of this agreement, seving (in an amount equal to said purchase price) market hill in and other restrictions and assements now of record, if any. Selfer also agrees that when save and except the usual printed exceptions and the building and other restrictions and assements now of record, if any. Selfer also agrees that when are and except the usual printed exceptions and the building and other restrictions and assements now of record if any. Selfer also agrees that when are and except the usual printed exceptions and attract upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in lee simple unto the buyer, his heirs and assigns, free and clear of this exception, however, the said easenents and restrictions and assements and restrictions and assements and restrictions and free and liter end ther other the setter restring, however, the said easenents and restrictions and the number of the setter exception, however, the said easenents and restrictions and the buyer on the sate and event each by the buyer on this assignan. liens, water rents and public charges to assume by the buyer and lutther excepting all liens and and in case the buyer whill be up the other and the setter the surrender of this assignan.

liens, water rents and public charges so assumed by the buyer and lutther excepting, inverser, the said easentents and restrictions and the tases, municipal And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall laid to make the payments above required, or any of them, punctually within ten days of the time is indicated therefor, or fail to keep any agreement herein contained, them he selfer a his option shall have the following rights: (1) to declare this contract null and void (2) to declare the whole unpaid principal balance of he selfer at his option shall have the following rights: (1) to declare this contract null and void (2) to declare the whole unpaid principal balance of and purchase price with the interest thereon at once due and payable and/or (3) to forchose this contract by suit in equity, and in any of such cases, and purchase price with the interest thereon at once due and payable and/or (3) to forchose this contract by suit in equity, and in any of such cases, and interest created or then estisting in favor of the buyer as against the selfer hereunder shall creat to and revest in said selfer without any act of resentry, or any other act of said selfer to be performed and without any right of the buyer of return, reclamption or compensation for moneys paid of account of the purchase of said selfer to be performed and without any right of the buyer of return. Hereford and reveal meases and determine and reseable and reaves and selfer at the agreen due seables and reaves to said property as absolutely, fully and perfectly as it his to said selfer as the agreen due selfer, to of such default all payments therefolore made on this contract are to be relained by and bolong to said selfer with all read reasonable rent of said of such default all payments therefoluer made on this contract are so of such default, shall have the right immediately, or at my the adoresid, without any process of law, and take immediate possession thereof

The buyer lurther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way a 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 right breach of any such provision, or as a waiver of the provision itself.

turement of any such provision, or as a waiver of the provision itself. The true and actual consideration paid for this transfer, stated in terms of dollars, is 3 2, 950.00. Generative, the coincid ornic part of the provision (indicate which) of the provision of the provision (indicate which) of 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 provision hereof, the buyer agrees to pay such sum as the may adjudge reasonable as allorney's less to be allowed plaintill in said suit or action and if an appeal is taken from any understored or even trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintil's attorney's less on such

of the trial court, the buyer turner promises to pay deat with a setter or the buyer may be more than one person; that it the context so requires, the singu-appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that it the context so requires, the singu-lar pronoun shall be taken to mean and include the plural, the meaculine, the lemmine and the neuter, and that generally all generatical 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.

PO BOX 724 GILCHRIST OR

Fatrick F. Janisc SELLERS BUYERS Margaret Tager, Tst. Janes Michaely B. Jager, TS Jager, ALOCH CON 724 CON 7 COLLAR K. KENVON hole-the sentence between bole (), if net opplicable, doistod; tee Oregen Baviel Collard; tee Oregen Baviel Linda K. Janisch 2 \*IMPORTANT NOTICE: Delete, by linkay if warranty (A) is applicable and if the Regulation 7 opplicable, t regen Revised aut, whichev saller is a cr ith the Act of if warranty (A) is applicable and i Regulation Z, the soller MUST com-ute Stevens-Ness Form No. 1308 of dwelling in which event use Stevens AL DE TEVETIO m No. 1307 or similar. PATRICK & LINDA JANISCH

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