

29059

MTC 1194-3258 Vol. M 77 Page 7667

This Agreement, made and entered into this 15th day of April, 1977 by and between

J. ANTHONY GIACOMINI and SYDNEY K. GIACOMINI, husband and wife,

hereinafter called the vendor, and

ERNEST R. SESSOM and DORIS C. SESSOM, husband and wife,

hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lots 11, 12, 13 and 14, Block 3, Canal Addition.

Subject to: Zoning ordinances, reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and also Subject to a Mortgage, including the terms thereof, in favor of First Federal Savings & Loan Association, recorded in Vol. M72 at page 10864, which said Mortgage vendees DO NOT assume and vendors covenant and agree to hold them harmless therefrom.

That the said sale includes the following-described personal property:

911 Walnut Avenue, Apt. 1: 1 Gas Room Heater; 1 Davenport; 1 Dining Table; 2 Dining Chairs; 1 Gas Apt. Size Kitchen Range; 1 Refrigerator; 1 Double Bed, Frame, Springs & Mattress; 1 Dressing Table with Mirror; 2 Pair Drapes.

911 Walnut Avenue, Apt. 2: 2 Easy Chairs; 1 Dinette Table; 2 Dining Chairs; 1 Refrigerator; 1 Gas Apt. Size Kitchen Range; 1 Double Bed, Frame, Springs & Mattress; 1 Dresser; 2 Pair Drapes; 1 Gas Room Heater.

911 Walnut Avenue, Apt. 3: 1 Gas Kitchen Range; 1 Gas Room Heater; 1 Refrigerator; 2 Pair Drapes; 1 Davenport; 1 Dinette Table; 2 Dining Chairs; 1 Dresser.

915 Walnut Avenue: 1 Dinette Table; 4 Dining Chairs; 1 Dresser; 1 Chest of Drawers; 1 Portable Electric Heater; 1 Electric 220-V Heater.

917 Walnut Avenue: 1 Chair; 2 Small Tables; 1 Refrigerator; 1 Gas Kitchen Range; 1 Dresser; 1 Dinette Table; 2 Dining Chairs; 1 Double Bed, Frame, Springs & Mattress; 2 Couches.

Miscellaneous Furnishings: 2 Electric Ranges; 3 Gas Heaters; 1 Twin Size Bed Frame; 1 Refrigerator; 1 Table; 1 Gas Range; 1 Box Spring, Double Size;

which personal property will not be secured by the lien of this contract, and vendors will on the execution hereof deliver to vendees a bill of sale for the same;

at and for a price of \$50,000.00, payable as follows, to-wit: \$ 6,000.00 at the time of the execution of this agreement, receipt of which is hereby acknowledged; \$44,000.00 with interest at the rate of 10% per annum from May 1, 1977, payable in installments of not less than \$581.47 per month, inclusive of interest, the first installment to be paid on the 15th day of May, 1977, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

Vendors reserve the right to declare the full balance of the contract due and payable upon the sale of the property by the vendees.

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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.

In construing this contract, it is understood that vendor or the vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

*J. Anthony Giacomini*  
*Sydney K. Giacomini*  
*Ernest R. Sessom*  
*Doris C. Sessom*

STATE OF OREGON )  
 County of Klamath ) SS

On this 29th day of April, 1977, personally appeared the above-named J. Anthony Giacomini and Sydney K. Giacomini, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

*Alameda E. Giacomini*  
 Notary Public for Oregon  
 My Commission Expires: Aug 5, 1978

From the office of  
 Ganong, Sessom & Sessom  
 Attorneys at Law  
 First Federal Bldg.  
 Klamath Falls, Ore.

Until a change is requested, send all tax statements to  
 Ernest R. and Doris C. Sessom, 1435 California Ave.,  
 Klamath Falls, Oregon 97601.

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STATE OF OREGON,

County of Klamath } ss.FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 4th day of May, 19 77,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Ernest R. Sessom and Doris C. Sessom

known to me to be the identical individual s. described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Judy Blubel  
Notary Public for Oregon.  
My Commission expires 8-12-77

Return to MTC

attn: Judy

taxes  
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STATE OF OREGON; COUNTY OF KLAMATH; ss.

ed for record at request of Mountain Title Companythis 4 day of May A.D. 19 77 at 11:36 A.M., andduly recorded in Vol. M77, of Deed on Page 7667

Wm D. MILNE, County Clerk

By Hazel Drayton

Fee \$12.00

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