

1967

35687

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THIS CONTRACT, Made this 2nd day of APRIL, 1969, between CLIFFORD J. EMMICH and WINIFRED L. EMMICH, husband and wife, Glendale, California, hereinafter called the seller, and GEORGE A. PONDELLA, JR., a single man, 700 Ridge Drive, Glendale, California, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

TOWNSHIP 36 South, Range 10 East, W.M. Section 14: Government Lot #22 excepting therefrom the westerly 600 feet of the northerly 120 feet, Government Lot #27, and Government Lot #30.

This conveyance is made subject to Exhibit "A" attached hereto and made a part hereof.

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for the sum of Six Thousand and no/100 Dollars (\$ 6,000.00 ) (hereinafter called the purchase price), on account of which One Thousand Five Hundred and no/100 Dollars (\$ 1,500.00 ) 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: \$ 4,500.00 ) to the order of the seller in monthly payments of not less than \$600.00 annually including 7% interest, beginning July 5th, 1969 and every July 5th, all due and payable five (5) years from date.

All deferred balances of said purchase price shall bear interest at the rate of seven per cent per annum from the date of the purchase price until paid, interest to be paid concurrently and \* being included in the minimum monthly payments above required. ~~xxxxxx~~

The buyer shall be entitled to possession of said lands on 4/2 1969 and shall keep such possession on land 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 repair, 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 save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before 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 \$ 0 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 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 breach of contract.

The seller agrees to pay at his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances which said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns. And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited hereof, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare the contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in said seller without any cost of re-entry, or any other act of said seller to be performed, and without any right of the buyer of return, redemption or compensation for money paid on account of the purchase of said property as absolutely, fully and perfectly, as if this contract and such payments had never been made, and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration. ~~xxxxxx~~

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 deem reasonable as 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 judge 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.

George A. Pondella, Jr. Clifford J. Emmich  
Winifred L. Emmich

\*Strike whichever phrase not applicable. [For notarial acknowledgment, see reverse]  
NOTE—The sentence between the symbols ( ) if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

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**CONTRACT**

(FORM No. 706)  
STERNBERG LAW PUB. CO., PORTLAND, ORE.

BETWEEN  
**CLIFFORD J. EMMICH and  
WINIFRED L. EMMICH**  
Address **Glendale, California**

AND  
**GEORGE A. PONDELLA, JR.**  
Address \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_  
Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

STATE OF OREGON, )  
County of \_\_\_\_\_ ) ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_  
Record of Deeds of said County.  
Witness my hand and seal of County affixed.

By \_\_\_\_\_ Title \_\_\_\_\_  
Deputy \_\_\_\_\_  
AFTER RECORDING RETURN TO \_\_\_\_\_

17134

**CALIF**  
STATE OF OREGON, )  
County of **Los Angeles** ) ss.  
Dated **4/2**, 19**69**.

Personally appeared the above named  
**CLIFFORD J. EMMICH AND  
WINIFRED L. EMMICH**

and acknowledged the foregoing instrument to be **THEIR** voluntary act and deed.

Before me  
**H. W. LeBlanc**

Notary Public for Oregon  
OFFICIAL SEAL  
My commission expires:  
**LEBLANC**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

\_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:  
**H. W. LeBlanc**

Notary Public for Oregon  
OFFICIAL SEAL  
My commission expires:  
**LEBLANC**  
NOTARY PUBLIC, in and for the County of \_\_\_\_\_  
State of California.  
My Commission Expires April 13, 1969

(OFFICIAL SEAL)



## EXHIBIT "A"

Easements, rights of way of record and those apparent on the land and;

Grantor reserves for grantee and for adjoining property owners and their assigns and successors, a 60 ft. wide easement for joint user roadway and all other roadway purposes over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of the N 1/2 of Sec. 23; T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying North of, adjoining, and parallel to the southerly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of E 1/2 of SW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Sec. 14: T 36S, R 10 E., W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of SE 1/4 of Sec. 15: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #13, #20, #21, #28, #29, Sec. 13: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #18, #23, #26, #31, #30, #27, #22, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Lots #21, #22, #23, #24, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NE 1/4, Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying west of, adjoining, and parallel to the easterly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M., and of the SW 1/4 of Sec. 13: T 36S, R 10E, W.M. and that part of Lot #14, Sec. 13: T 36S, R 10E, W.M. that lays south of Sprague River Highway.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of September A.D., 1977 at 1:16 o'clock P M., and duly recorded in Vol 477 of Deeds on Page 17133.

FEE \$9.60

WM. D. MILNE, County Clerk

By Reneetha Litch Deputy