FORM No. 706-CON	TEAD TO BEATE-Monthly Po	ymenie. M.C.	6090-B	. Yol m 18	Page	ንበ
	44358	CONTRACT-R	EAL ESTATE			ton Walker W
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· 14.1 图 · 6359 2005 1.0 <u>7008</u> 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 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller 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 said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to loreclose this contract by suit in rulity, and in any of such cases, all rights and interest created or then existing in lavor of the buyer a sagainst the seller hereunder shall utterly cases and requiry, and in any of such cases, all rights and interest created or then existing in lavor of the buyer as against the seller hereunder shall utterly cases and requiry, and any set of the antry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for seller without any set of the antry, or any other act of said seller, in contract are on the contract and such payments theretolore made on this contract are of the said being to said seller as the affected and reasonable rent of said case of such delault all payments theretolore made on this contract are of such delault, shall have the right immediately, or at any time thereafter, to enter upon the land alcreasid, without any process of law, and take immediate possession thereof, together with all the improvements and apputenences thereon or thereto the land alcreasid, without any process of law, and take immediate possession thereof, together with all the improvements and apputenences thereon or thereto 22.82 8 I and alloressed, without any provise of law, and take minimum processing performance by the buyer of any provision hereof shall in no way affect his "The buyer 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 any succeeding breach provision, or as a waiver of the provision itsell." This contract is second and junior to a contract of sale between Barbara Jean Kezar and Thomas J. Krol and Kathleen S. Krol in the amount of 5,447.46, dated _ February 15. 1978D The true and actual consideration paid for this transfer, stated in terms of dollars, is \$22,452.54 OHEWEVER, The actual consideration con-heirs, executors, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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. ĬĿ, albara kan homo л A Thomas J. K Kathleen S. Barbara Jean Krol Kezar 1980 Krol Kathleen ous 93.030j. NOTE---The sentence between the symbols (), if not applicable, should be deleted. STATE OF SAN BERNARDINO CALIFORNIA olic County 5 STATE OF OREGON. 8) 88. 01 Klamath đ County of . Personally appeared BARBARA JEAN KEZA ., <u>19</u>78 February Personally appeared the above named Berberga Joen Kozar, Thomas J. Krol and Kathleen S. Krol XXXXXXXX and acknowledged the foregoing instrument to be their voluntary act and deed. _ Boipto mo: (Klau (OFFICIAL SEAL) CALIFORNIA Notary Public Ior Cas Notary Public for Oregon /7-19-78 My commission expires ÷ My commission expires: 1.1 ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be con-yed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-s are bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. 2. Right of way along the county road for the transmission of electric current and power and incidentals as conveyed to California Oregon Power Company by Instrument recorded July 7, 1925 in Volume 68, page 107, Deed Records of Klamath County, Oregon. 3. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein. Dated: August 5, 1976 Recorded: August 26, 1976 Recorded: MJG Microfilm Records of Klamath County, Oregon Oregon Amount: \$21,350.00 Grantor: Barbara Jean Kezar, a single woman Trustee: Transamerica Title insurance Company Beneficiary: Equitable Savings and Loan Association, which Buyers do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Trust Deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract unless said Trust Deed is assumed by Buyers at a later date. by Buyers at a later date. It is expressly covenanted and agreed by and between Seller and Buyers that a default by Buyers in the performance of this contract shall constitute a default under the terms and provisions of the contract held in escrow number in the sum of \$3,947.46, at Hountain Title Company, so as to entitle the Seller to the return of the documents therein deposited. It is further understood and agreed that Buyers shall be charged a pre-payment penalty the same one Equitable Savings and Loan would charge in the event this contract is prepaid by Buyers. It is further agreed by the parties that when the contract in the sum of \$3,947.46 has been paid in full, then the Buyers may assume the above-entitled Trust Deed subject to the approval of Equitable Savings and Loan Association. Buyers to pay cost of assumption and are to receive any money held in the reserve account at Equitable at time of assumption. In the event taxes and fire insurance premiums increase the payments are to be increased accordingly upon agreement between the parties.

to be increased accordingly upon agreement between the parties.

7007 THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT AMOUNT OF PAYMENTS. STATE OF OREGON; COUNTY OF KLAMATH, SS. Filed for record at request of _____Mountain Title Co.____ the <u>9th</u> day of <u>March</u> A. D. 19 78 at 12: 12 clock P M., a. euly recorded in Vol. ____H78 , of ____Deads _____ on Page__4494 WE D. MILNE, Coupty Cler Pee \$9.00 NDEXED STATE OF OREGON; COUNTY OF KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the __12th_day of April A.D., 19_78 at 9:50 o'clock A.M., and duly recorded in Vol M78 of._ _____On Page____On Page____O WM. D, MILNE, County Clerk FEE \$9.00 By Demichar H Keloch Deputy