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And it is understood and agreed between said parties that from time of the execution of this contract and in case the buyer shall fail to make the payments above set forth or any of them punctually within 20 days of the time named therefor, or fail to keep any agreement herein contained, then the seller at his option, shall have the following rights: (1) to demand the entire unpaid principal balance of said purchase price with the interest accrued thereon of one and one-half percent per annum, plus costs and expenses of collection by suit or equity, and to sue at law and have all debts and demands created or then existing in favor of the buyer to recover the same; and (2) to declare the entire unpaid principal balance of said purchase price with the interest accrued thereon, and all other rights acquired by the buyer hereunder, shall revert to said seller in trust for the benefit of the seller and his heirs and executors, or any other person entitled thereto, and all other rights acquired by the buyer hereunder shall revert to said seller in trust for the benefit of the seller and his heirs and executors, or any other person entitled thereto, and without any right of the buyer to retain, reclamation or compensation for money paid on account of the purchase of said property as absolutely fully and completely as if this contract and such payments had never been made; and in case of such default all payments thereafter made on this contract are to be retained by said seller as the right immediately, or at any time thereafter, to enter upon the land described, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereto or thereon.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision herein shall in no way affect the right of the seller to recover the amount due him, and that any waiver by said seller of any breach of any provision herein shall be held to be a waiver of any succeeding breach hereunder.

Right of rescission to accrue the buyer, if it shall appear that any waiver by said seller of any breach of any provision herein shall be held to be a waiver of any succeeding breach hereunder.

The true and several consideration paid for this instrument, stated in terms of dollars, is \$18,500.00

In case suit or action is instituted to foreclose this contract or to enforce any provision herein, the losing party in said suit or action agrees to pay such sum as the trial court may assess reasonable attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of said trial court, the losing party in said appeal shall pay reasonable attorney's fees to the prevailing party's attorney's fees on such appeal.

It is further understood that the seller or the buyer may be more than one person or a corporation; that if the contract so requires, the seller or buyers, or their agents, or brokers, may make or take the provision hereof, jointly, or individually, and that generally all transactional changes, alterations, renunciations, personal representations, successors in interest, and assigns as well,

**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 pursuant to order of its board of directors.

*Terry L. Bradford*

STATE OF OREGON

County of Lincoln  
August 24, 1971

*Linda K. Matheney*

STATE OF OREGON, County of

Lincoln, ss.

Pursuant to and

who, being duly sworn,  
sacred in himself and not for the other, did say that the tester is the  
president and that the tester is the  
secretary of

that the said affidavit to the foregoing instrument is the corporate seal  
and 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.

and acknowledged my signature in  
testimony set and done.

(Signature)  
(OFFICIAL  
SEAL)

*Donna K. Ruck*

Notary Public for Oregon  
not to exceed one year

(SEAL)

On this 24th day of August, 1971, all documents concerning the conveyance of title to the land described in this instrument, if less than 12 months from the date that the instrument is recorded, and the parties are then still alive, shall be recorded in the manner provided for the recording of deeds, in the county of Washington, state of Washington, and shall be subject to the payment of taxes within 15 days after the instrument is recorded and the parties are dead.

Seller's remedies thereon. (DESCRIPTION CONTINUED)

This Contract shall define the terms and obligations thereunder;

Dates to be observed:

Recorded

Re-Recorded

Year:

Michael D. Lubetsky and Christine May Lubetsky

do not assume and agree to pay and Sellers further covenant to and with Buyers that the said principal contract shall be paid in full prior to, or at the time this instrument is fully paid and that said above described real property will be released from the lien of said contract upon payment of balance.

Buyer further understands and agreed between the parties hereto that Buyers have made an independent investigation and inspection of the premises herein described, and have entered into this Contract without relying on any statement or representation of Seller not specifically embodied in this Contract, and accept the property described in this Contract "as is" in its present condition, and further no work of any kind to be done on said property by Seller.

It is further understood and agreed by and between the parties hereto that in the event Buyers sell this property that this Contract shall immediately become due and payable.

Buyers specifically agree to pay the full contract balance on or before September 1, 1973.

STATE OF OREGON, COUNTY OF CLACKAMAS, ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of August, A.D. 1971 at 2:58 o'clock P.M., and duly recorded in Vol. 1978 of Deeds on Page 17403.

FEE \$5.00

WM. D. MILNE, County Clerk

Bethany Bradford, Deputy