

7/17/21/4 54701

CONTRACT—REAL ESTATE

Vol. 78 Page 19945



THIS CONTRACT, Made this 1st/ day of September, 1978, between
JOSEPHINE L. SNYDER,
and GEORGE A. FONDILLA JR.

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 described lands and premises situated in KLAMATH County, State of OREGON, to-wit:

SOUTHEAST $\frac{1}{4}$ of NORTHEAST $\frac{1}{4}$ of SECTION II and SOUTHWEST $\frac{1}{4}$ of NORTHWEST $\frac{1}{4}$ of SECTION I2, all in TOWNSHIP 34 South, Range 7 East, W.M.

This conveyance is subject to easements, rights of way of record and those apparent on the land. Real Estate Contract, including the terms and provisions thereof, dated May 12, 1978, recorded in Volume M78 page 10832 Microfilm Records of Klamath County, Oregon, between John W. Schoonover and Arba F. Schoonover, Vendors and Josephine L. Snyder, Vendee, which Buyer does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and released from the

for the sum of Thirty Three Thousand Six Hundred and 00/100 Dollars (\$ 33,600.00) (hereinafter called the purchase price) on account of which none.

Dollars (\$) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Annual Payments of Three Thousand Three hundred and Sixty and 00/100 Dollars (\$ 3,350.00) each in addition to 7.2% interest per annum from August 1, 1978. First payment due August 1, 1979.

The buyer warrants to and covenants with the seller that the real property described in this contract is held primarily for buyer's personal, family, household or agricultural purposes and not for investment purposes other than agricultural purposes.
 (B) ~~XXXXXXXXXXXXXX~~

All of said purchase price may be paid in any time, all delivered balances of said purchase price shall bear interest at the rate of 7.2% per cent per annum from August 1, 1978 until paid, interest to be paid Annually and a ~~1~~ ^{in addition to} minimum regular payments above required based on and prorated for the current tax year shall be prorated between the parties hereto as of July 1, 1978.

The buyer shall be entitled to possession of said lands on the date of closing and may retain such possession so long as he is not in default under the terms of this agreement. 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 in the defense and reimbursement seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes heretofore levied against said property, as well as all water rents, public charges and municipal liens which hereafter become payable against said premises before the same or any part thereof becomes past due; that at buyer's expense, he will insure and keep covered all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ —— on a premium and compensation satisfactory to the seller with loss payable first to the seller and then to the buyer as their respective interests may appear and the seller to be responsible for the same as an expense. Should the buyer fail to pay any such taxes, water rents, public charges or its premium and pay his such insurance, the seller must do so and any payment so made shall be added to the amount of said regular monthly payments and shall bear interest at the rate aforesaid, without waiver, however, of any right arising by virtue of the failure of the buyer to make payment.

The seller agrees that if at his expense during the act and cost required to said purchaser to erect the house desired hereinabove, and to pay the cost of erecting the same and erect the same, he will deduct the amount so expended from the purchase price to be fully paid and upon payment of the same to the buyer, his heirs and assigns, his wife, children and all persons lawfully entitled thereto, excepting, however, the said covenants and restrictions and the taxes, municipal bonds, water rents and public charges as aforesaid.

IMPORTANT NOTICE: Before buying any dwelling house and whenever mortgage (A) or (B) is not applicable, if warranty (A) is applicable and if the seller is a realtor, his name and address is printed on the front of this instrument, or if this language, see Deed-Recital Form No. 1300 or Deed-Recital Form No. 1307 or similar.

JOSEPHINE L. SNYDER
BOX 675
CHILOQUIN, OREGON 97624
HULLIN & HANKE AND ASSOCIATES

GEORGE A. FONDILLA JR.
BOX 236
CHILOQUIN, OREGON 97624
HULLIN & HANKE AND ASSOCIATES

At the time of recording, return to:
GRANTOR

Until a change is recorded all his statements shall be true to the following address:
GRANTEE

NAME, ADDRESS, TEL.

STATE OF OREGON,

ss.

County of

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 or as file/reel number .

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By

Recording Officer
Deputy

TO FILE

19946

3. The buyer shall pay to the seller the sum of \$1000 as earnest money, which sum shall be retained by the seller as a deposit until the date of closing, at which time it shall be applied to the purchase price. The seller shall have the right to retain the earnest money if the buyer fails to make payment when due or fails to close on the date specified in the contract. The earnest money shall be held in trust by the seller and shall not be used for any other purpose than the payment of taxes, insurance premiums, or other expenses of the property or the payment of attorney's fees or other expenses of the seller. The earnest money shall be held in trust by the seller and shall not be used for any other purpose than the payment of taxes, insurance premiums, or other expenses of the property or the payment of attorney's fees or other expenses of the seller.

The Bogor Riedel agrees that (a) but the failure of any branch to require performance by the buyer of any provision hereof shall in no way affect the right Santander has against the seller, the right of any member of the said seller or any branch of any provision hereof shall be held to be a waiver of any such failing provision if any such provision is not carried out by the person in question.

The sum and no more or less, of \$33,600.00, being the amount, standing in favor of the said

In case there are no expenses or disbursements to cover costs, attorney's reasonable fee as attorney of the trial court, the buyer further agrees as follows:

In contesting this agreement, or in any other proceeding which shall be taken to restrain and/or frustrate, annul, and/or void it, so create as follows:

That the cost of the buyer may be more than one person; that if the contest so requires, the single, if a plural, the masculine, the feminine and the neuter, and that generally all grammatical changes, whether

IN WITNESS WHEREOF, the 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 thereto by order of its board of directors.

GEORGE A. PONDELL JR.

board of directors.
Josephine L. Snyder
JOSEPHINE L. SNYDER

JOSÉPHINE L. SNYDER

NOTE.—The sentence between the symbols () at the end of each line should be deleted. See C.R. 81-200.

STATE OF OREGON

County of Kern Health

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Personally appeared the above named
GEORGE A. PONDELLA, JR.

and acknowledged the bounded instru-
ments to be their voluntary and
free.

(OFFICIAL
SEAL.)

Bills to the
Hilda Danner Parry
Nursery Public for Oregon
Mr. Legislator's name
12/11/1927

STATE OF OREGON.

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Personally arranged

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
representative.

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.

(OFFICIAL
SEAL)

Section 2 of Chapter 814, Oregon Laws 1911, all instruments authorizing or creating any interest in the property, shall be acknowledged, on a memorandum thereto, signed by the parties thereto.

（六）根据《关于加强和改进中央和国家机关党的建设的意见》，结合本单位实际，提出加强和改进本单位党的建设的措施。

STATE OF OREGON; COUNTY OF KLAMATH; A

and for record of request of Trans America

- 8th Day of September AD 1978 at 3:54 p.m. MDT

fully recorded in Vol. M7B of Deeds on Page 19945

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W. D. MILNE, County Clr.

Fig. 115. (3)