	18374-9-1 FORM No. 706-CONTRACT-REAL ESTATE-Monthly Poym			SS LAW PUBLISHING CO.	4CM	
	7 56420	CONTRACT-REAL EST	Vol.	<u>19</u> Page_	9778	
•	THIS CONTRACT, Made this EDWARD AROCHETTE and (April CHETTE			
	CONNOR	S		ttor C	alled the buyer,	
		traction of the mutual	covenants and a	green of t	the following de-	
	WITNESSETH: That in consider seller agrees to sell unto the buyer and scribed lands and premises situated in. Lot 6, Block 41, NICHOLS County of Klamath, State	Klamath	County, State of		rc in the	vs:
	County of Ridmondy	why corner of	said Block	41, said P	point also	
	Southeasterly line of Was	shington Street	i) feet to	the true po	oint of be-	
	Southeasterly line of Was Northwesterly line of sa ginning; thence Southeas Northeasterly at right a said Lot 6; thence North to the most Northerly co Northwesterly line of sa	nles 30 feet to	said line	100 feet m	ore or less	
an a	Northwesterly line of sa SUBJECT TO: 1. Regulations, includi					- · ·
	1. Regulations, include City of Klamath Fal.	15.	() , , , , , , , , , , , , , , , , , ,	ncoments Of	f record and	**
-	City of Klamath Fal. 2. Reservations, restri- for the sum of Twenty Six T	ictions, rights	s-of-way, es fundredgno	/100 Dollars	(\$.26,800.00.)	
	for the sum ofTwentySixI (hereinafter called the purchase pric Dollars (\$5.000.00) is paid of Dollars (\$5.000.00) is paid of	ce), on account of whic n the execution hereof remainder of said pure	the receipt of w these price (to-w	sand and n hich is hereby a it: \$21,800 nety and	cknowledged by the	
LC.	of the seller in molitily payment					
	payable on the 17 day of eac	h month hereafter begi	nning with the m 11 of said purch	onth ofJun ase price may b	e paid at any time	; ; 1
	the minimum monthly payments a	above required. Taxes of the date of this co	ntract.			
	The buyer warrants to and covenants	mily, household or agricultural	XXXXXXXXXXXXXXX	NXXXIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ain such possession so long	as er
	The buyer shall be entitled in the second this of the is not in default under the terms of this of the second in good condition and repair and will erected, in good condition are the seller harmle	in not suffer or permit any was therefrom and reimburse sel	te or strip thereol; that ler for all costs and atto as well as all water re	ney's fees incurred by nts, public charges and become past due; th	him in determing up to the which he ad municipal liens which he wat at buyer's expense, he wat to overage) in an amou	
	insure and keep insured all buildings now of	ompany or companies satisfacto	ry to the seller, with low ered to the seller as soc	ss payable first to the son as insured. Now it t may do so and any pa	seller and then that to pay the buyer shall fail to pay the buyer so made shall be ad syment so made shall be ad however, of any right arising	led to
	The seller agrees that at his expense suring (in an amount equal to said purchase save and except the usual printed exceptions said purchase price is lully paid and upon overnises in les simple unto the buyer, his hi overnises in les simple unto the dor a raising	price) marketable title in and s and the building and other ro request and upon surrender of eirs and assigns, free and clear by, through or under seller, ex by, through or under seller, ex	o said planted assement strictions and easement this agreement, he will of encumbrances as of t cepting, however, the sa acepting all liens and e	s now of record, if an il deliver a good and he date hereof and restr nid easements and restr ncumbrances created b	sufficient deed conveying e and clear of all encumbra ictions and the taxes, muni- by the buyer or his assigns.	saia nces zipal
	*IMPORTANT NOTICE: Delete, by lining out, wi a creditor, as such word is defined in the Truth for this purpose, use Stevens-Ness Form No. 13 Stevens-Ness Form No. 1007 or similar.	Continued (Continued hichever phrase and whichever was in-Lending Act and Regulation Z,	(on reverse) rranty (A) or (B) is not a the seller MUST comply w will become a first lien (pplicable. If warranty (A vith the Act and Regulati to finance the purchase	A) is applicable and if the self ion by making required disclos of a dwelling in which even	er is ures; ; use
			· .	STATE OF (DREGON,	ss.
	Edward A. & Geraldin			County of	e it i the within	instru-
	SELLER'S NAME AND AD Kuthorino A. Connor	s		ment was re	ecoived for record	on me
	Ald Riverside Ald Riverside Klamath Falls, Oreg BUYER'S NAME AND A	on 97601	SPACE RESERVED	at	o'clock M., and ro	or as
	After recording return to:		FOR RECORDER'S USE		nber leeds of said county. ess my hand and	
				County affin	xed.	
	NAME, ADDRESS.	t he sent to the following address.		an a	Recordin	Officer Deputy
	Unill a change is requested all tax interments that Katherine A. Connor 416 Riverside Dr.		1	By .		Deputy

9779

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 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 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 de-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 de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for seller without any set of re-entry, or any other act of said seller to be performed and without any right of the buyer of return. Inclamation or compensation for case of such default all payments therefolore made on this contract are to be retained by and belong to said seller as the agreed and reasonable reni 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 therefalter, to enter upon the inderessid, without any process of law, and take immediate possession thereol, together with all the improventents and appurtenances thereen or thereto belonging.

ing. The buyer lurther agrees that lailure by the seller at any time to require performance by the buyer of any provision hereof shall in no way allect his becaunder 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 such provision, or as a waiver of the provision itself.

is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers

X Elward Rocks duly authorized thereunto by order of its board of directors. X. Peraldine K. Rocho NOTE-The sentence between the symbols (), if not opplicable, should be deleted. Sez ORS 93.030). NOTE-The sentence Sen STATE OF OREGON, County of ز ss., 19...... County of <u>*</u> 26 April and Personally appeared 79, 19who, being duly sworn, Edward A. Rochette and Geraldine each for himsell and not one for the other, did say that the former is the Personally appeared the above named. president and that the latter is the

R. Rochette and acknowledged the foregoing instru-

. . . .

.....secretary of and that the seal alfixed 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:

and acknowledged the foregoing instrument is the corporation, ment to be the ir voluntary act and deed. With the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half 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: SEAL) Not find aly Minico Stile of Florida at Large My Consustant has a Comportion and that said instrument to be its voluntary act and deed. Before me: ORS 93.835 (1) All high runnents contracting to convex fee till to any real property, at a time more than 12 months from the date that the instrument is crecuted and the partners are boand, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the conveyor of the tills to be con-ties are boand thereby. ORS 93.835 (1) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than 15 days after the instrument is executed and the par-ties are boand thereby.

ORS 93,990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON jss. COUNTY OF KLAMATH

i,

BE IT REMEMBERED, That on this 17th day of April, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named KATHERINE A. CONNORS, known to me to be the identical individual described in and who executed thewithin instrument and acknowledged same freely and voluntairly. 1 1 -

to me that her executed the same freely and voluntairly.	
IN TESTIMONY WHEREOF, I have hereunyo's	set my pand and
affixed my official seal the day and ye	ar last above
and the second se	all and a second as
Notary Public, for Oregonius s	JIDAA DASKE
gree to assume and pay, holding buyer harmless therefrom	Sellez a
Unrecorded	Recorded:
	:əəpuəA
Anna B. Olga Raymond F. Zarosinski and Millid T. Zarosinski	:дориад
1701, 1 1940250	: Dated :
including the terms and provisions thereof;	
Edward A. Rochette and Geraldine R. Rochette	:əəpuəA
Raymond F. Zarosinski and Millie F. Zarosinski	Yendor:
November 9, 1978 Book: M-78 Page: 25365	:paproceAl
September 25, 1978	:pəted
including the terms and provisions thereof,	5. Contract,
t upon the land.	rhose apparent

