	72806		CONTRACT-REAL ESTATE		Page 20104
		Made this 1st SULA, INC.	day of Au	gust 79	1979, betw
			CICIA R. HOLMAN		
	WITNESSETH: 2 seller agrees to soll unter	That in consideratio	n of the mutual cover	nants and norea	hereinafter called the bu
	sensed lands and premise	es situated in K .	Lamath Cour	nty, State of	Oregon to-
	LOT 6 BLOCK	11 WINEMA PI	ININSULA UNIT	#3 TRACT 1	050
		· · · · · · · · · · · · · · · · · · ·	and the second sec		
		214 - March - M March - March - M March - March -			
	or the sum of Fiftee hereinafter called the nurre	ii inousand a	nd no/100ths	r	Dattor cal 5 0(0 00
	ollars (\$ 1,500.00	chase price), on acco	ount of which One	thousand f	Dollars (\$15,000.00 ive hundred
S	eller): the huwar adverse to	is paid on the execu	tion hereof (the recei	pt of which is h	ive hundred
0	the seller in monthly -	pay the remainder	of said purchase price	(to-wit: \$ 13	ereby acknowledged by th ,500.00) to the order
	ollars (\$ 150.00	yments of not less	than Une hundr	ed fifty a	,500.00) to the ordend no/100ths
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20105 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 therefor, or fail to keep any agreement herein contained, then be solve required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the solve required, or any of them, punctually within ten days of the time limited therefor, or lail to keep any agreement herein contained, then the solve required, or any of them, punctually within ten days of the time limited therefor, or lail to keep any agreement herein contained, then the solve requires above required, or any of them, punctually within ten days of the time limited therefor, or lail to keep any agreement herein contained, then the solve requires all rights (1) to declare this contract by suit in equity, and in any of such cases, and purchase price with the interest thereon at nevor of the buyer as adainst the solver of return, reclamation or compensation for moneys paid all other rights acquired by the buyer therewither shall trevert to and reveal and reasonable rent of said soler to be performed and without any right of the buyer of return, reclamation are or any time thereafter, to on account of the purchase of said solver this contract are to be related by and belong to said soler as the agreed and reasonable rent of said soler, in case of such default. And the solve described on this contract are to be charded and approvements and approvements and solve the right immediate possession thereof, together with all the improvements and approvements and such performed and reasonable rent of said soler to said soler to be account of the purchase of said property as aboutely, fully and performed and the solve the right immediately. The approvements and appurtena thereon or thereto belonging. The buyer lutther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect The buyer lutther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof be held to be a waiver of any suc-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 suc-ceeding 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 \$ 15,000.00. Offowerer, the actual consideration part of the porsideration findicate which of the part of the provideration findicate which of the provideration of the provideratis of the provideration of the provideration of the provi 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 dersigned is a corporation, it has caused its corporate of directors NINSHIA, INC. by its officers duly authorized thereunto by order of its board of directors ENINSHIA, INC. evoy Viengel, Pres. Elvini P. Sienger, sec. STATE OF OREGON, County of Klamath)ss. August 19.79 NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030). Personally appeared Letty Grenger and Elvine P. Gienger who, being duly sworn, STATE OF OREGON, SS. each for himself and not one for the other, did say that the former is the Klamath ..., 1979 County of ... 13 president and that the latter is the Aúgust Personally appeared the above named..... Henry T: Molman Patricia, R., Holman WINTMA PENINSULA, INC., a corporation, and that the seal attixed 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 half of said corporation to be its voluntary act and deed. them acknowledged said instrument to be its voluntary act and deed. Before me: secretary of and acknowledged the toregoing instru-....voluntary act and deed. ment to be their on Connie M. Kurcher (OFFICIAL Wardsnes) Notary Public for Oregon My commission expires: 11-5-82 Section 4 of Chapter 613, Oregon Laws 1975, provides: "(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 is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are "(2) Violation of subsection (1) of this section is a first participant." SEAL) Notary Public for Oregon "(2) Violation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) STATE OF OREGON; COUNTY OF KLAMATH; 53. Filed for record at request of _ August AD. 19 79 at 1:10'clock M., on tuly recorded in Vol. <u>170</u>, of <u>Deads</u> on Page 20104 WE D. MILNE, County Class By Dirmethand Autoch Fee \$7.00 and the state of the wei wanter et solwet tre and a start of the start of the