·72883	CONTRACT-	-REAL ESTATE	m	204	<b>M</b> A
	this 21st day			Page 202	
DELOS B. PARKS, JR. & E	WARD R. ZAROS	TNSKT D M	August D., P.C.,	, <u>19</u> 79 . Trustee, É	betweer dward
Zarosinski Pension & Pr	ofit Sharing T	rust, a pa	rtnershir	)	
and ROY GORDON and MA Street, Klamath Falls,	Jregon		1.0	main after anti-1 of	
WILLNESSELE: Lhat in	consideration of the n	utual covenan	ts and adream	ents herein conta	inad at
seller agrees to sell unto the buy scribed lands and premises situat	er and the buyer agree	es to purchase	from the selle	er all of the follo Oregon	wing de
The N坛SE¼NW¼SW¼ of Sect Willamette Meridian, ex County for public road	cepting theref	rom that	portion co	priveyed to K	he lamat
SUBJECT TO: Easements, those apparent on the l	restrictions and.	and right:	s-of-way o	of record an	ıd
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for the sum of FIFTEEN THC	USAND AND NO/100-		<i>-</i> r	ollars (\$15.000	.00
(hereinafter called the purchase)	rice), on account of w	which Six hun	dred twenty	nine and 73/	100
Dollars (\$. 629.73) is paid	on the execution here	eof (the receipt	of which is h	ereby acknowledge	ed by th
seller); the buyer agrees to pay i of the seller in monthly paymen	he remainder of said p is of not less than	wo hundred	( <i>to-wit: \$</i> 14, forty two a	370.27 ) to 1 nd 84/100	the orde
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payable on the 1st day of e	ich month hereafter b	dinning with 4		Angust	
and continuing until said purch	nch month hereafter be use price is fully paid	. All of said r	urchase price	August may be paid at a	mir tim
and continuing until said purch all deferred balances of said pur date baraces	ise price is fully paid chase price shall bear	. All of said p interest at the	urchase price rate of 9½	may be paid at a per cent per an:	nny tim um froi
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Wm D. MILNE, County Clers Lotsa

By Serverth

Fee \$7.00

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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 lollowing 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 eacrow and/or (4) to locelose this contract by suit in the interest thereon at once due and payable, (3) to withdraw said deed and other documents from eacrow and/or (4) to locelose this contract by suit in the interest thereon at once due and payable, (3) to withdraw said deed and other documents from eacrow and/or (4) to locelose this contract by suit in the interest thereon at once due and payable, (3) to withdraw said deed and other documents from eacrow and/or (4) to locelose this contract by suit in termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall utterly cease and deer without any act of re-entry, 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 act of re-entry, or any other act of said seller, the be retained by and belong to said seller as the agreed and reasonable rent of said case of such default all payments theretolore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right infine improvements and appurtenances thereon or thereto the land aloresaid, without any process of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto the land aloresai

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 15,000.00 (However, the actual consideration con-sists of or includes other property or value given or promised which is part of the consideration (indicate which).0 In case suit or action is instituted to foreclose this contract or to enforce any provision hered, the losing party in said suit or action agrees to pay such as the trial court may adjudge reasonable as attorney's leev to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party littler promises to pay such some as the appellate court shall adjudge reasonable as the prevailing judgment or decree of such trial court, the losing party littler promises to pay such some as the appellate court shall adjudge reasonable as the prevailing judgment or decree of such the losing party littler promises to pay such some as the appellate court shall adjudge reasonable as the prevailing judgment or decree of such the terms of that the seller or the buyer may be more than one person or a corporation; that if the context so requires, in construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the trainine and the individuals. shall be made, assumed and implied to make the provision shered apply qually to corporations and to individuals. This agreement shall bind and inner to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective This agreement shall bind and inner to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective in this agreement shall bind and inner to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective in this agreement shall bind and inure

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. 52 (c. 1.)1 OY it h into to Jam NOTE-The sentence between the symbols (), if not applicable, should be del STATE OF OREGON. 85. County of Klamath STATE OF OREGON, , 19 79 County of Klamath August 21 and August 16, 19 79 > sworn, Personally appeared the above named Delos B. Parks, Jr. & Edward R. Zarosinski er is the Personally appeared the above named Roy Gordon Henry and Mai Maryanne a is the D.M.D., P.C., Trustee, فيبا يتعتب ورزار Henry and acknowledged the loregoing instruand acknowledged the foregoing instruporation, ment to be their voluntary act and deed. ate seal their .....voluntary act and deed. ment to be. d in beeach of d deed. Xin COFFICIAL DONNA & ROO Belo Da (OFFICIAL (SEAL) SEAL) SEAL) Notary Public for Oregon My commission expires: My Commission Expires July 13, 1981 Notary Public for Oregon 62810 My commission expires ... 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 is 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-veyed. 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-ties are bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. (DESCRIPTION CONTINUED) TE OF OREGON; COUNTY OF KLAMATH; 55. 'ed for record at request of \_\_\_\_\_ Mountain Title Co. is \_\_\_\_\_A. D. 1979 at 0:45 clock AM. or \_\_\_\_ on Page 11 uly recorded in Vol. M79 of August