т 7838	STATE—Monthly Payments.	ONTRACT-REAL ESTATE	Valma	Deres	00474	3
+1 20 3023	w mi		VOI. <u>79</u>	Page	29151	0
THIS CONTRACT, Carl A. Pescoso	Made this 29	···· • *** ··· • • • • • • • • • • • • •	L'ESCOSOTT		19.79 , between called the sel	
	Charles	•••••		, hereinafter	called the buy	yer,
seller agrees to sell unto scribed lands and premise	es situated in KIA	yer agrees to purc math Co	hase from the unty, State of.	Oregon	the lonowing	wit:
All of Block 204 OREGON, EXCEPTIN by and through i 1959, in Book 26 State of Oregon.	NG THEREFROM t its State High 31 at page 415	hat portion wav Commissi	conveyed on by Dee	ed record	ed June 23	3 ,
Subject, however 1. Regulations, City of Klamath	, including le	owing: vies, liens	and util:	ity asses	sments of	the
for the sum of Fort; (hereinafter called the p Dollars (\$ 7,500.00 seller); the buyer agrees of the seller in annual Dollars (\$ 9,700,00) is paid on the exects to pay the remainder payments of not less	ution hereof (the i of said purchase than Nine: the	price (to-wit: ousandse	h is hereby a \$36,000.0 venhundu	cknowledged by)0) to the c red and no	y the order 1/100
2018	dou al acchuid	- la ce and the				
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And it's 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 paymen evelor, or fail to keep any advectment betty contained to make the paymen
the interest thereon at once due and payable. (3) to withdraw said deed and oth equity, and in any of such cases, all rights and interest created or then estima in termine and the right to the possession of the premises above described and all of seller without any act of re-entry, or any other act of said seller to be performed a noneys paid on account of the purchase of said property as aboutely, fully and case of such delault all payments therefolder made on this contract are to be ret- the land adoresaid, without any process of law, and take immediate possession there belonging.	(2) to declare the whole unpaid principally building of the seller at F is documents from excrow and/or (4) to loreclose this contract by suit lavor of the buyer as against the seller herender shall utterly cases and d index without any right of the buyer of return reclaration or compensation to perfectly as it this contract and suffer and have the part of the reasonable rend of a side and utterly cases and d utterly case and d utterly case and d utterly case and a utterly case and a utterly as it this contract and such payments had never been made; and utterly cased and by and belong to said seller as the agreed and reasonable rent of an util, shall have the right immediately, or at any time thereafter, to enter up col, together with all the improvements and apputenances hereron or them.
right hereunder to enforce the same, nor shall any waiver by said seller of any i of any such provision, or as a waiver of the provision itself.	performance by the buyer of any provision hereof shall in no way allect h breach of any provision hereof be held to be a waiver of any succeeding breac
The true and actual consideration paid for this transfer, stated in terms a size at co-includes other property we value diverse or promised which is for other pro- In case suit or action is invituted to function the	of dollars, is \$43,500.00. CHORERE, The screet consideration con
In case suit or action is instituted to foreclose this contract or to enforce	ADV Crowing hand at the
party's attorney's lees on such appeal.	such sum as the appellate court shall adjudge reasonable as the prevailing
the singular pronoun shall be taken to mean and include the plural, the masculine, shall be made, assumed and implicit to make the provisions hereol apply qually to	ay be more than one person or a corporation; that if the context so requires
heirs, executors, administratore, personal representatives, successors in interest and IN WITNESS WHEREOF successors in interest and	assigns as well.
is a corporation it has caused its corporate name to be side	anign a well. So only the immediate parties hereto but their respective 1 this instrument in triplicate; if either of the undersigned
is a corporation, it has caused its corporate name to be signed duly authorized thereunto by order of its board of directors.	ed and its corporate seal affixed hereto by its officers
X And Charles and Sound of directors.	A Chie
Carl A. Percosolido, dr.	Anne d' Climble
William H Voodoo Vita	James D. Charles

WILLIAM H. PESCOSOIIdo NOTE-The sentence between the symbols (), if not opplicable, should be deleted. Ses ORS 93,030].

STATE OF OREGON, STATE OF OREGON, County of) 53. County of Klamath, 19...... November 29, 19 79 Personally appearedand Personally appeared the above named.....who, being duly sworn, each for himself and not one for the other, did say that the former is the James D. Charlesand acknowledged the foregoing instrusecretary of ment to be his voluntary act and deed. and that the seal allixed to the foregoing instrument is the corporation of said corporation and that said instrument was signed and sealed in be half of said corporation by authority of the food of sealed in be them acknowledged said instrument to be the sealed in the Before me: , a corporatio (Betore me! (OFFICIAL h arlene) Adding NOTARY PUBLISEAL) J Notary Public for Oregon ۲. Notary Public for Oregon My tommission expires 3-22-81 My commission expires: V My Comparission Former Man 15 . 1937 ----

OIS 98,635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instru-ceuted and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be . Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the re bound, instruct, ... ORS 33,399(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

It is further understood and agreed between the parties hereto that Buyer has made an independent investigation and inspection of the premises herein dependent has antipart the Contract without private the second state described, and has entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accepts the property described in this Contract "as is" in its present condition, and requires no work of any kind to be done on said

Buyer specifically agrees to pay the full contract balance on or before December 29, 1985.

(See attached Exhibit "A" and by this reference incorporated herein as if fully set forth.)

29153

FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO. PORTLAND. ORE.

BE IT REMEMBERED, That on this 11th day of December , 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Carl A. Pescosolido, Jr. and William H. Pescosolido

۰.

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my pfficial seal the day and year last above written.

4

KATHERINE HOUSER NOTARY PUBLIC TULARE COUNTY, CALIFORNIA My Commission Expires Mar. 15, 1982

TATE OF OREGON; COUNTY OF KLAMATH; S. ____A. D. 1979_ at 3:13 clock ^P M., ar : his 19th day of December tuly recorded in Vol. _______ of ______ Deeds______ on Page.29151 Wm D. MILNE, County Cler. By Demothe Spetsch

allerite

Notary Public for Orogon. California My Commission expires 3-15-82

Fee \$10.50

EXHIBIT "A"