

88908

An Agreement

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Executed March 5, 1979 by Donald G. Smith and Dorothy M. Smith, husband and wife called seller and by Salvatore A. Ermocida and Barbara J. Ermocida, husband and wife called buyer relative to the sale and purchase of the following land in the County of Klamath, State of ~~CALIFORNIA~~ OREGON

Lot 9 - Block One, Lone Pine on the Sprague

Subject to Easements, reservations, restrictions, rights of way of record, if any

Seller agrees to sell and buyer agrees to buy the property for \$ 3,490.00 payable: \$ 350.00 on execution of this agreement; and

\$50.00 or more on the 5th day of April 1979 and \$50.00 or more on the 5th day of each month thereafter together with interest @ ten percent (10%) per annum from February 20, 1979.

All due and payable February 20, 1984.

Buyer agrees:

To keep the buildings on said premises insured against loss by fire to the amount required by and in such insurance companies as may be satisfactory to the vendor, with appropriate clauses protecting vendor as his interest may appear.

To keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted); and to pay all taxes, water rents, and assessments as they become due and at least ten days before the same become delinquent.

That if he fails to comply with the terms of this agreement, seller shall be released from all obligation in law or equity to convey the property to buyer and all buyer's equities in the land, his improvements, and his right to possession shall be forfeited.

That should seller have to sue to enforce this agreement, buyer shall pay seller's reasonable attorney's fees, necessary expenses, and the cost of title evidence.

Seller agrees that when buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to buyer a deed effective to convey title to the land to buyer free of encumbrances, made, suffered, or incurred by seller ~~together with copies of the instrument to be issued by Seller to the County~~ ~~County, showing on the record provided for by the County for a minimum not exceeding the six month term~~ ~~XXXX~~

Seller and buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract; that whenever necessary the masculine includes the feminine; and that the singular includes the plural.

Donald Smith
Dorothy M Smith

Seller (s)

Sal Ermocida
Sal Ermocida

Buyer (s)

STATE OF CALIFORNIA, } ss.
County of

On this.....day of....., 19....., before me, a Notary Public in and for said County and State, personally appeared.....

....., known to me to be the person.....whose name subscribed to the within instrument, and acknowledged to me that.....he.....executed the same.
WITNESS my hand and official seal.

.....
Notary Public in and for said County and State.

No notary seal

AGREEMENT FOR SALE
OF REAL ESTATE

TO

Dated....., 19.....

STATE OF OREGON; COUNTY OF KLAMATH; ss.

ed for record at request of Sal Ermocida

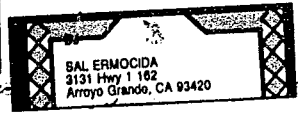
is 27th day of August A. D. 1980 at 1:18 clock P. M.,

ly recorded in Vol. NS0, of Deeds on Page

Fee \$8.00

Wm D. MILNE, County

Bernetha H. Letts



SECURITY TITLE
INSURANCE COMPANY