| M No. 70 | 06-CONTRACT-REAL ES | HIE-MONINY FORMAN | CONTRACT-REAL E | | ol. M80 Pr | iga 16746~ | . T |
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1194 1.00 04 194 4 4 4 4 4642 0413 131 + DODGE -1 SI Storer Star Mar 21,4117 sect of the second 16746 Augual De 19 30 hoinese 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 saller at his option shall have the following rights (1) to declare this contract null and voil, (2) to declare the whole agreement herein contained, then the saller at his equity, and in any of such case, all rights and interest created or there and other documents from excret angle principal balance of said purchase of said performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this confract and such payments had never been made; and in premises up to the time of such delault. And the said selfer, in case of such delault, shull have the right immediately, or at any time therealter, to enter upon the land aloresaid, without any active further and process of law, and take timediate possession thereof, together with all the improvements and any time therealter, to enter upon right and the said property said said selfer of reage possession thereof, together with all the improvements and apputentase therealter, to enter upon the land aloresaid, without any active the saller at any time to require performance by the buyer of any provision hereof shall in on way succeeding breach is any such provision, or as a waiver of the grovision itself. ి రహదార్జులు రాజులో రూజి రాజులు విష్ణిపార్పోత్తో రాజివి ఉండి , control blue to delates you of both at Aldaq . TYREFT has shown to attact has ealed and anthorisms , thereasters we because The true and actual consideration paid for this transler, stated in terms of dollars, is \$44,500.00 Colourerer, the actual consideration paid for this transler, stated in terms of dollars, is \$44,500.00 In case suit or action is instituted to loreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's lees to be allowed the prevailing party in said suit or action agrees to pay such pudgment or decree of such trial court, onable as attorney's lees to be allowed the prevailing party in said suit or action agrees to pay such party's attorney's lees on such oppeal. It is understood that the seller or the buyer may be more than one person or a corporation; that it he context so requires, the singular pronous shall be taken to mean and include the plural, the maxuline, the feminine and the neuter, and that generally all grammatical changes the singular pronous shall be reasonable as the offer apply quality to corporations and the neuter, and that generally all grammatical changes theirs, executors, administrators, personal representatives, successors in interest and assigns as well. IN WITNESS WHEREOF, said parties have executed this instrument in trinlicates if either of the singular to actual the sole of the singular of the singular to actual the sole of the singular of the singular and indicatives have executed this instrument in trinlicates if either of the singular of the singular astation as the singular as well. This agreement snall oung and snue to the occurrence, as in interest and assigns as well. 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 los a med Carlos A. Medrano James J Glessner Esquel The sentence between the symbols (), if not applicable, should be deleted. Sea ORS 93.030). Personally appeared Personally appeared the above named .. Garles A. Nedrone and James J. who, being duly sworn, each for himsell and not one for the other, did say that the former is the Glessner president and that the latter is the and acknowledged the Agregoing instrusecretary of ment to be <u>cheir</u> volyptary act and that the seal attixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-halt 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 deed Betore me mllh ANA. (OFFICIAL SEAL) 1. RY + Notary Public for 24/84 Dil Cregor . . . Notary Public for Oregon (SEAL) My commission expires ... 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 xecuted 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-secuted and thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. 30 (DESCRIPTION CONTINUED) State of California County of Los Angeles On this <u>29th</u> day <u>August</u>, in the year <u>1980</u>, before me, <u>Barbara A. Kritz</u> a Notary Public in and for said State, personally appeared_____ Carlos A. Medrano known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they OFFICIAL SEAL BARBARA A. KRITZ NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY NOTARY PUBLIC My Commission Expires July 6, 1984 1.12 TATE OF OREGON; COUNTY OF KLAMATH; 55. -iled for record at request of _______ Transamerica Titel Co. September A. D. 19 $\frac{80}{11}$ at $\frac{11}{0}$ clock A., an his 4th day of . <u>on Page 16</u>746 July recorded in Vol. _M80__ Deeds . . . WE D. MILNE, County Cler ex Derrietha Fee \$7.00