| | DRM No. 706 CONTRACT TA T | 38-2428 | | | |
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| | DEM No. 705-CONTRACT_REAL ESTATE | Monthly Poyments | 54 | | |
| | | CONTRACT | REAL ESTATE YCI | TEVENENESS LAW PUBLISHING CO., PORTLAND | D. OR. \$7204 |
| | Sharon Hart AKA | de this 5 th de | V of Door - | 1407 TUB 4624 | |
| and | David Kelz | Snaron Howard | vor December | , 19.81 h | 11 |
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| selle scrit | er agrees to sell unto the bu | n consideration of the m | utual coverante | , hereinafter called the , hereinafter called the E and agreements herein contained | seller, |
| Parc | el 2 | ated in Klamath | s to purchase from | , hereinalter called the , hereinalter called the L and agreements herein contained the seller all of the following e of Oregon | buyer, I, the |
| | | | ,, U.A. | e or Uregon to | 8 de- |
| 7 Bar | st of the Willeroo | of the St of s | oots . | | |
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| (hereinafi | ter called the purchase | Thousand | | | an an tao 🛔 |
| seller); th | te buyer agrees to par 4 | the execution hereof (44 | our Thousan | Dollars (\$21.000.00) | |
| Dollars (\$ | the buyer agrees to pay the re ler in monthly payments of 17746 (1) each, a the 15th day of each multiple inter- | mainder of said purchas | e receipt of which | Dollars (\$21,000.00) d Two Hundred is hereby acknowledged by the 16,800.00) to the order Two Thirteen | |
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| all deter | uing until said purchase | onth hereafter beginning | ······ | ···· | |
| 15th day | oalances of said purchase | price shall bear interest | said purchase pric | February , 1982, te may be paid at any time; per cent per same | |
| the minimu | m monthly name | I paid, interest to i | at the rate of 10 | be paid at any time. | |
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4625 CLUDDOJJ. CVJIL. ORDER And it is an anticensory and streed Serveen 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, punchally within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his options shall have the following rights: (A) to declare this contract null and void, (2) to declare the whole ungaid principal balance of asid purchase price with the interest thereon at once due and payable; (3) to withdraw said deed and other documents from excrow and/or (4) to foreclose this contract by suit in the interest thereon at once due and payable; (3) to withdraw said deed and other documents from excrow and/or (4) to foreclose this contract by suit in the interest thereon and payable; (3) to withdraw said deed and other documents from excrow and/or (4) to foreclose this contract by suit in said the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said fermine and the right to the possession of the premise above described and all other rights without any rights of the unreclament on compensation for moneys paid on account of the purchase of asid seller to be performed and without any right of the buyer as the agreed and reverse tent of and in some shall have the right induction are compared and such described and such be real such as the agreed and resonable rent of said moneys paid on account of the purchase of said sellers in contract are to be related by and belong to said seller as the agreed and resonable rent of said premise up to the limb of such default. And the said seller, is all have the right immediately, or at any time thereafter, to enter upon premise up to the limb of such default. And the said seller as of such default, shall have the right immediately, or at any time thereafter, to enter upon premise up to the limb of such default. And take immediate possession t orging. The buyer further egrees that failure by the seller at any time to require performance by the buyer of any provision hereol shall in no way allect his The buyer further egrees that failure by the seller at any time to require performance by the buyer of any provision hereol be held to be a waiver of any succeeding breach hit hereinder to enforce the same; nor shall any waiver by said seller of any prevision hereol be held to be a waiver of any succeeding breach any such provision, or as a waiver of the provision itself. CHELINGT COTT . St HALL BOLLSAPP COTT 15. COTT FRATE TO The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 21,000.000Hozzz Dr CARESTERSON In case twit, or, action is instituted to loreclose this contract or to enforce any provision hereol, the losing party in said suit or action agrees to pay such as the trial court may adjudge reasonable as attorney's tees to be allowed the prevailing party in said suit or action and it an appeal is taken from any many adjudge reasonable as attorney's tees to be allowed the prevailing party in said suit or action and it an appeal is taken from any instituted to loreclose this contract or the allowed the prevailing party in said suit or action and it an appeal is taken from any instituted to cont, the losing party further promises to pay such sum as the appealate court shall adjudge reasonable as the prevailing institute of such trial court, the losing party further promises to pay such sum as the appealate court shall adjudge reasonable as the prevailing institute or action and trial count, the losing party further promises to pay such sum as the appealate court shall adjudge reasonable as the prevailing institute to incent and include the plural, the maxculine, the financian and the neuter, and that generally all grammatical changes institute to onske the provisions hereol apply qually to corporations and to individuals. I be made, assumed and implied to make the provisions hereol apply qually to corporations and to individuals. Is created all bind and inner to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective is, executors, administrators, personal representatives, successors in interest and assigns as well. the sing shall b heirs, exe 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. mors Sharow Howard Vares X Patures n the symbols (), if not applicable, should be deleted. See ORS 93.030 STATE OF GALF. County of Santa Clara STATE OF OREGON) \$5. Daviel 5 March 3) 55. County of Mentera lice and the Personally appeared farmery 36 1982 each for himsell and not one for the other, Personally appeared the aboy amed 1 latter is the - presiden Beleve The Control of the foregoing instru-officiary act and deed. Beleve The OFFICIAL SEAL STATES OFFICIA and acknowledged the foregoing instrua corp nd that the scal attized to the foregoing instrument is the corporate scal a said corporation and that said instrument was signed and contential be-all of said corporation by authority of its board of directors; and each of ment to be Control of the series of the s ليتمع الم (OFFICIAL the the part is the the part is the part of the the part of the part of the the part of the part of the part of the the part of the part of the part of the part of the the part of the the part of the pa 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 sented and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the L. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is except in a bound thereby. is ex , ever ORIEIRO ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. CALIFORNIA e. PTION CONTINUED) COUNT CALIF STATE OF OREGON, County of SANTA CLARA 1982 . APRIL BE IT REMEMBERED, That on this...9th......day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within _____ _ _ _ _ PATRICIA N KELZ named known to me to be the identical individual.... described in and who executed the within instrument andexecuted the same freely and voluntarily. acknowledged to me that she IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. OFFICIAL SEAL VIRGINIA HALLDEN NOTARY FUELIC - CALIFORNIA Jalle name 34 Notary Aublic for Oregon: Calif My Commission expires $(2-2.c-5)^2$ My conim. expires DEC 20, 1982 GENERAL ACKNOWLEDGMENT Form No. 0-16 7.1 STATE OF OREGON; COUNTY OF KLAMATH; ss. States Filed for record a saccoustates this_14_day of April A. D. 1982 013:396 A. P. M 1 1.17 duly recorded in Vol. M 82 , cf Deeds Byee Michum . Fee \$8.00 . . . By