	STEVENS HESS LAW PUBLISHING CO FORTLAND, OR. 97204
No. 706-CONTRACT-REAL ESTATE-Monthly Paymonts. MTC 1817	MR2 18040
18514 THIS CONTRACT, Made this 16th day of	December , 19.82, between and and wife, hereinafter called the seller,
Damon W. Pollard and Ramona E. Pollard,	husband and wife, , hereinafter called the buyer,
WITNESSETH: That in consideration of the mutual cove	rom the seller all of the following described lands
RCEL 1: The E_2^1 of Lot 6, VILLA SAINT CLAIR, active in the office of the County Clerk of Klamath	a County, Oregon.
ARCEL 2: The W1 of Lot 6, VILLA SAINT OF ANY ARCEL 2: The office of the County Clerk of Klamath	n County, Oregon.
. The premises herein description South Suburban Sa	anitary District.
3. The premises herein described and the Project	and Klamath Irrigation 242 in Volume
4. Reservations and restrictions at county, C	Dregon, including but not
following: "Subject to certain governmental charges and and easements, right of way of roadways affe the right of grantor and assigns to make con electricity, telephone, and public utilities	ecting said premises together with prections for passage of water,
electricity, teropien ,	(464,000,00,)
(continued on reverse) for the sum ofSIXTY FOUR THOUSAND and no/100ths. (hereinafter called the purchase price) on account of which (hereinafter called the purchase price) on account of which (hereinafter called the purchase price) on the execution hereof (th	
(hereinafter called the purchased on the execution hereor (11)	ne reccipi to wit: \$.49,000.00) to the order of
seller); the buyer agreed that is of not less than FOLM. Much the seller in monthly payments of not less than FOLM. Much the seller in monthly payments of not less than FOLM. Much the seller in monthly payments of not less than FOLM. Much the seller is not less than FOLM.	prepayment of any principal anomic,
payable on the Jar day of each month herearce beginned	if said purchase price may be paid at any time, an any
and continuing until-said purchase price shall bear interest at th	if said purchase price may be paid at any time, at any interpole the rate of10per cent per annum from
and continuing until-said purchase price and the interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the operation of the ferred balances	is said purchase price may be paid at any time, an end of said purchase price may be paid at any time, and the rate of10per cent per annum from in eddition to being included in the minimum for the current tax year shall be prorated between the
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and continuing until-said purchase price all bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of the ferred balance of the sail of the ferred balance of the sail of the sai	is aid purchase price may be paid at any line, and fs aid purchase price may be paid at any line, and he rate of10per cent per annum from
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and continuing until-said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the ferred balances of said purchase price shall bear interest at the operation of the date of this contract. monthly payments above required. Taxes on said premises for parties hereto as of the date of this contract. The buyer warrants to and covenants with the seller that the real property (A) primarily lor buyer's personal, tamily, household or agricultural purch (B) for an organization or (even it buyer is a natural person) is for buyer (B) for an organization or (even it buyer is a natural person) is for buyer is not in default under the terms of this contract. The buyer shall be entitled to possession of said lands on	is said purchase price may be paid at any time, and if said purchase price may be paid at any time, and he rate of10per cent per annum from
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18041 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 following 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 escrow 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 escrow 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 rights acquired by the buyer as fall the seller hereunder shall utterty cease and de-termine and the right to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said seller to be performed and without any right of the buyer as the agreed and reasonable rent of said premises up to the time of such delault. And the said seller, in case of such delault, shall have the right immediately, or at any time thereafter, to case of such dersaid, without any necess of law, and take immediate possession thereol, together with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way allect his right hereunder to enforce the same, nor shall any waiver by said seller of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. Seller with all near weiler of any succeeding breach of any such provision, hereof be held to be a waiver of any Seller will pay all taxes levied against said property described above and will furnish Buyer with a paid tax receipt to Buyer's escrow. If Buyer shall be required to pay any suyer with a paid tax receipt to hayer 5 discrementation in the principal below taxes, which are the obligation of the Seller hereinstated, then Buyer shall be given credit toward the principal obligation in an amount equal to the amount paid for the es. (continued below) in a lump sum payment rather than being included in monthly payment. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.64,000.00. CHowever, the actual consideration consideration consideration action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such as the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing arty first less on such agrees. taxes. as pariy's attorney's fees on such appeal. In construing this contract, it is understood that the seller or the buyer may be mote 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 feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereol apply equally to corporations and to individuals. This agreement shall beind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective 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 of-R Danga W. Pollard Buyer Ramona E. Pollard - Buyer v abols (), if not applicable, should be deleted. See ORS 93.030). NOTE-The sentence between the sys Klamath) ss. STATE OF OREGON, **, 19**.82) ss. County of Klamath Personally appeared JEAN MORRIS as attorney-in-XXX fact for LARRY C. DILLON and JACOUELINE L. DILLON December 16 , 19 82 Personally appeared the above named. Damon W. STATISTIC AND XTHAT AND XIA MATXIN YEAR Pollard, 'and Ramona E. Pollard XXXXXXXXXX XXXXXXXXXXX XHONXIX MX XXXI YAYIYASI YAYIYAYIYASI YAYIYASI YAYIYASI YAYIYASI YAYIYASI YAYIYASI Y ment to be... 1.5 6 نده ۲۰۱ perore -54 etic OFFICIAL 9 SEAL) Notary Public for Oregon Notary Public for Oregon My commission expires: 6/19 83 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-ed. 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-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) Trust Deed, including the terms and provisions thereof, given to secure an indebtedness 5. with interest thereon and such future advances as may be provided therein. August 24, 1973 Dated: August 27, 1973 M73, page 11558, Microfilm Records of Klamath County, Oregon Recorded: Volume: \$12,600.00 Amount: Larry C. Dillon and Jacqueline L. Dillon, husband and wife Grantor: William Ganong, Jr. Trustee: First Federal Savings and Loan Association of Klamath Falls Beneficiary: * (Additional provisions, continued) Amounts of taxes so paid by the Seller shall be added to the principal of the obligation assumed by the Buyers above to be repaid to the Seller under the terms and conditions of this agreement. Property is purchased in an "as is" condition as of the date listed hereon. STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the o'clock A 17th day of December A.D., 1982 at 11:22 M., and duly recorded in on page 18040 EVELYN DIEHN Vol M82 , of____ Deeds COUNTY PLERK enetta Stated deputy Fee \$ 8.00