49,507	CONTRACT-REAL ESTATE VOLM92 Page 1945
THIS CONTRACT, Ma Elizabeth A. Snyder	ace this day ofAugust, 19 92, bei
d Terry R and Deb	borahL. Roseborry (husband and wife)
WITNESSETH. That :	hereinafter colled the t
d premises situated inK	
louse and building	, <i>to</i>
ccording to the of	cn Lots 5 and 6, Block 26, Crescent, Oregon, Eficial plat thereof on file in the office of the math Falls, Oregon
	math Falls, Oregon
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he sum of Seventeen th	housand_dollars
ars (\$.5,000 00) is so	trice, on account of which five thousand
r); the buyer agrees to pay	the remainder of the purchase price (to-wit: \$ 12,000.00) to the order of the security hundred thirty six dollars and
ars (\$	the remainder of the purchase price (to-wit: \$ 12,000.00) to the order of the standard thirty six dollars and seventy
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The seller agrees that at seller's expense and within <u>150</u> days from the date hereof, seller will turnish unto huyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building end other restrictions and ensements now of to the date of this agreement, save and except the usual printed exceptions and the building end other restrictions and ensements now of record, it any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller or eccerd, it any. Seller also agrees that when the purchase price is the simple unto the buyer's beirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date pisced, permitted or arising by, through or under seller, excepting, however, the easements, restrictions and the taxee, municipal liens, water rests and public charges so assured by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns. And it is understand and adreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to

And it is understood and agreed between the 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 shall have the following rights and options: (1) To dester the contract agreeded to detail and only and wild and to dester the average side to dester the

contained, then the solier shall have the following rights and options: (1) To declare this contract cancelled for default and hall and void, and to declare the purchaser's rights forleited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;^{*} (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or (3) To foreclose this contract by suit in equity.

(3) To foreclose this contract by suit in equity. In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly case and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to case and 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 the seller without any right of re-entry, or any other act of the seller to be performed and without any right of the buyer of and revest in the seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of referring reclamation or compensation for moneys paid on account of the purchase of the property as aboutely, fully and perfectly as it is contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, is the retained by and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, is canced by and belong to the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aloresaid, without any process of law, and take immediate possession thereof, together with all the improvements and apputiences thereon or thereto belonging.

The buyer lurther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by the seller of any breach 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.

. . . However, the actual In case suit or action is instituted to foreclose this contract or to enforce any provision hereot, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in the suit or action and it an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal. court sum adjuge reasonable as the prevening party a attention a loss on such oppen. In construing this contract, it is understood that the soller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical charges shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. This agreement shall bind 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, the parties have executed this instrument in duplicate; it either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person signed is a corporation, it has caused its board of directors. duly authorized to do so by order of its board of directors. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. Koselienre HE BAYER: * SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy. NOTE—The sentence between the symbols ©, if not applicable, should be deleted. See QRS 93.030. STATE OF OREGON, County of CLACKAMAS But But Eliza och H. Shy acknowledged before me on Hugu This instrument was acknowledged before me on August 10. by Satting R. Leseherley 3 Satting Carebarery FUELIC Notary Public for Oregon 25 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 is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowl-edgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor net later than 15 days after the instrument is executed and the parties are bound thereby. ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100. STATE OF OREGON: COUNTY OF KLAMATH: SS. 26th day the Elizabeth A. Snyder o'clock P_M., and duly recorded in Vol. M92 Filed for record at request of . A.D., 17 92 at _3:50 Aug of Deeds County Clerk of Evelyn Biehn Asle Mulles By Lau

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