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REAL ESTATE PURCHASE CONTRACT

PIONEER NATL. TITLE INS. CO.

THIS AGREEMENT Made and entered into this 15th day of June, 1980, by and between June Tabla hereinafter known and designated as "Seller" and William E. Smith and Mary Ford his wife, hereinafter known and designated as "Purchasers",

WITNESSETH THAT:

Said Seller hereby agrees to sell and convey to said Purchasers for the consideration hereinafter named and upon the completion of the payment of same in the manner and upon the dates as hereinafter set forth, the following described real estate. to wit:

Lot 17 & 18, Block 1, A. D. & D. Park's First Subdivision to City of Provo, Utah, known as 1981 Colorado St., City, Utah

STATE OF UTAH
 COUNTY OF KANE
 DEPT. OF COMMERCE
 RECORDS
 JUN 14 9 10 AM '80

Said Purchasers hereby agree to purchase said real estate and the improvements thereon and to pay therefor the sum of Two Hundred & Twelve & 15/100 DOLLARS (212.15) together with interest thereon at the rate of seven (7%) per cent per annum on the portion of said purchase price from time to time remaining unpaid and to pay said purchase price in the following manner, to-wit:

J.T.
 M.F.
 R.A.F.

The sum of Two Hundred & Twelve & 15/100 Dollars (212.15) in cash upon the execution of this contract, the receipt whereof is hereby acknowledged, and the balance of said purchase price and interest in regular monthly payments, including interest, which said payments are to be applied first in payment of accrued interest and the balance thereof in reduction of the principal of said purchase price. Said payments are to be made and paid to said Seller, or Seller's agent Apathy & Chisitt Realtors at 5844 N. 900 E. Provo, Utah 84601

and are to commence on the 1st day of October, 1980 and are to be paid on the 1st day of each and every calendar month thereafter until said purchase price, interest and all other payments herein provided for are paid in full, and all of said payments are to be made without relief from valuation and appraisal laws and with attorney fees for the collection thereof. That the amount of each said monthly payments shall be Two Hundred & Twelve & 15/100 Dollars (212.15).

Said Purchasers further hereby expressly assume and agree to pay any and all taxes, assessments and installments of assessments due and payable on and after October 1st, 1980 and not now delinquent.

It is expressly understood by the Seller that the above said purchasers shall pay to the firm of Apathy & Chisitt Realtors the first 3 payments which total 636.45 for the months of October, November, and December which completed the contract between seller and real estate firm. All other payments to be sent to seller or seller's agent for payment on this contract agreement.

J.T. It is understood by the Seller that the payments will be paid by Cashier's Check or Bank/Postal Money Order.

M.F.
 R.A.F.

JUNE TABLA
 204 S-1920 W
 PROVO, UTAH 84601
 STARTING JAN 1st 1981

Q.N.
 450

Said Purchasers further agree to procure and to at all times during the life of this contract maintain fire and tornado insurance upon said property in the sum of not less than \$ 15,900.00 and the policies duly assigned to said Seller as its interests shall appear and in the event said Purchasers shall fail or refuse to against said real estate as the same become due and payable, the said Seller may, but is not bound to, procure said insurance and/or pay said taxes and assessments and any and all amounts so paid and expended by said Seller for said purpose or purposes shall be and become as so much additional purchase price for said real estate and shall bear a like rate of interest from the date of its payments.

It is further agreed that if said Seller is, during the life of this contract, summoned to appear in court to answer any complaint involving said real estate, or become involved in any litigation whatsoever regarding said real estate on account of any act, fault or omission of said Purchasers, that any and all cost and expenses of said Seller in reference thereto, including a reasonable attorney fee, shall be and become as so much additional purchase price for said real estate, shall bear a like rate of interest from the date of its expenditure, and shall be paid by said Purchasers in the manner herein provided for said original amount of said purchase price.

That said Purchasers shall have the right at any time to pay, in addition to said specified monthly payments, any amount of money on said purchase price they may choose to pay.

Said Seller agrees to convey, upon completion of the payment of said total purchase price and interest, and compliance with all of the other terms and covenants herein contained, said premises to said Purchasers by a good and sufficient warranty deed, not however warranting said title against any fault, act, commission or omission of said Purchasers. Said Seller shall also deliver to said Purchasers contemporaneously with the delivery of said deed, a good and sufficient abstract, property certified by a competent abstractor, and continued down to the date of this agreement, or a title policy.

Said Purchasers are to have possession of said premises from and after October 1st 1900 - 15 days after execution of this contract, and they hereby certify that they have seen and examined said property and that same is accepted as it now exists; that no representations or agreements have been made concerning said property other than as herein expressly set forth; and that said conveyance shall be made subject to the terms, covenants, restrictions and limitations, if any, to the use and enjoyment of said real estate contained in all prior deeds or plats of record conveying the same.

It is further understood and agreed that said Purchasers shall and will at all times during the life of this contract keep the buildings on said real estate in good repair and will neither commit nor permit waste thereon. That said Purchasers shall have no right to sell or assign their rights under this contract without the express written consent of said Seller; and that said Purchasers shall have no right to suffer or create any charges or mechanic's liens against said property for labor and/or materials for any improvements, alterations and/or repairs to said property without the express written authorization and consent of said Seller first had and obtained.

It is further expressly understood and agreed that time is of the essence of this contract and that default of said purchasers in complying with any one or more of the covenants herein contained, or in making any of said payments herein provided for, and the continuance of said default for a period of ~~Twenty Days~~ THIRTY DAYS J.T. (30) Days shall give said Seller the right to declare this contract canceled and forfeited without any notice or demand, and in such event any and all payments made hereunder up to and including the date of such default shall be taken and kept by said Seller and for rental for the use and occupation of said premises and as liquidated damages for the breach of this contract and said Seller shall then have the right to take immediate and unconditional possession of said property and said Purchasers agree to at once then vacate said premises and surrender possession thereof to said Seller. The failure of said Seller to exercise such right upon any default hereunder shall not bar or abridge its right to do so upon any continuing or subsequent default but said right shall continue throughout the life of this contract.

J.T.
R.B.F.
M.F.

It is mutually agreed between the parties hereto that the covenants and agreements herein contained shall be binding alike upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF said parties have hereunto subscribed their names, the day and year first above written, at Apathy & Chimitt
Realtors, Inc. Fortate, Indiana

J.T. #10 00
R.A.F.
M.F.

Late charge for 15 days had J.T.

James T. Table
SELLER

State of Utah
County of Utah

On the 10 of September, 1981, personally By _____
appeared before me the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

James A. Sutherland
James A. Sutherland
My commission expires May 28, 1981

Robert & Ford
PURCHASER
Mary K. Ford
PURCHASER

Subscribed and sworn to before me, the undersigned Notary Public, in and for said County this 15th day of September 1980.

Frank J. Chimitt
NOTARY PUBLIC of Porter County
FRANK J. CHIMITT

My Commission Expires 3-12-82