

# Agreement for Sale Real Estate

THIS AGREEMENT, made in duplicate this Fifth day of November 1929  
 between Clarence A. & Elizabeth Savasoul herein called Seller,  
 and Virginia L. Cohen herein called Buyer,

WITNESSETH: that Seller, in consideration of the covenants and agreements of Buyer herein contained,  
 agrees to sell and convey unto Buyer and Buyer agrees to buy the real property situate in the Vicinity  
of Onondaga Valley County of Warren  
New York  
 State of Warren, hereinafter referred to as "said realty" and described as follows:

**The South East 1/4 of Section 35 Township 30 North and Range 49 East N.D.B. & N.**  
**Buyer to receive ten percent of all oil, gas and mineral rights.**

Subject to: Conditions, restrictions, reservations and easements of record, if any.

for the principal sum of Five thousand six hundred Dollars (\$ 5600.00)  
 lawful money of the United States, of which principal sum Seller, by execution of this Agreement acknowledges  
 receipt of One thousand Dollars (\$ 1000.00)

and Buyer in consideration of the premises, promises and agrees to pay to Seller at \$40.00  
or more the remainder of said principal sum, together with interest on all deferred payments from  
November 1st 1929 at the rate of 6 per cent per annum, as follows:

**First payment starts December 1, 1929. Buyer may pay off at any time.**

and continuing until the full amount of principal and interest are paid.

Each of said payments shall be credited, first, on the interest then due and the remainder on said principal  
 sum.

Buyer agrees to pay all taxes for the fiscal year 1929 and thereafter

and to pay during the life of this Agreement all taxes, assessments and charges of every kind now or hereafter assessed, levied, charged or imposed upon said realty, or any interest therein, at least ten days before the same become delinquent. Buyer further agrees to keep said realty free of all liens and encumbrances of every kind, except such as are incurred by Seller and not assumed by Buyer hereunder.

Buyer and Seller further agree that time is of the essence of this Agreement and that full compliance by Buyer with all its terms is and shall be a condition precedent to Buyer's right to a conveyance hereunder, and should Buyer fail to comply with all of the terms hereof, then the whole unpaid balance of said principal sum and the interest thereon shall immediately become due and payable at the option of Seller; and thereupon Seller may at his option cancel and forfeit all of Buyer's rights under this Agreement and all his interest in said realty and its appurtenances, either by (a) service upon Buyer of a written declaration of default, forfeiture and cancellation, or (b) by depositing in the United States mail, postage prepaid, such written declaration addressed to Buyer either at the post office address Buyer shall have caused to be filed with Seller, or if no such address be

so filed, then addressed to Buyer at \_\_\_\_\_, California, or (c) by recording

such written declaration in the office of the Recorder of \_\_\_\_\_ County; and such written declaration when served, mailed or recorded, shall be conclusive proof in favor of subsequent purchasers or encumbrancers in good faith and for a valuable consideration of such default, forfeiture and cancellation. Upon such declaration of default, forfeiture and cancellation by Seller according to any of the methods above provided, all rights, estates and interests hereby created or then existing in favor of Buyer, or anyone claiming under him, shall cease and become null and void; and the right of possession and all equitable and legal interests and estates in said realty, with all sums of money theretofore paid by Buyer, shall revert to, vest in and become the sole property of Seller in fee; and the money paid and any improvements erected shall be forfeited to and retained by, and become the sole property of Seller, as consideration for the execution of this Agreement, and also as liquidated damages for Buyer's failure to comply with the terms hereof, and not as a penalty.

Buyer and Seller further agree that no waiver by Seller of any failure of Buyer to comply with any of the terms hereof shall be construed to be a waiver of any subsequent failure of compliance by Buyer with the same or other terms; and that no delay or omission of Seller in exercising any right hereunder shall be construed as a waiver thereof; and that no acceptance by Seller of any payments made in a manner or at a time other than as herein provided shall be construed as a variation of the terms hereof.

Buyer and Seller further agree that in the event Seller cancels and forfeits Buyer's rights hereunder as provided above, Buyer will, at the option and upon demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quit Claim Deed to said realty; and its acceptance by Seller shall operate as a full release of all of Buyer's obligations hereunder.

Seller agrees within a reasonable time after Buyer's compliance with all the terms hereof to execute and deliver to Buyer a good and sufficient Deed, conveying said realty, and to furnish a Policy of Title Insurance of

\_\_\_\_\_, showing title to said realty vested in Buyer, both such Deed and Policy of Title Insurance to be and show subject only to encumbrances herein mentioned and to such other encumbrances as are not caused or created by Seller.

It is further agreed as follows:

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PAGE

125

1. Buyer agrees during the life of this Agreement, to keep all improvements on said realty fully insured with insurance companies acceptable to Seller and with loss payable to Seller as his interest may appear under this Agreement, and to deliver the policies to Seller together with receipts showing payment of premiums thereon.

2. That this Agreement shall apply to and be binding upon the respective successors in interest of Buyer and Seller.

3. That the terms Buyer and/or Seller wherever used in this Agreement shall include the plural as well as the singular number, and the masculine gender includes the feminine as well as the neuter. Furthermore, that said terms shall include respective successors in interest.

4. That no sale, transfer or assignment of any right or interest herein by Buyer shall be valid nor be binding upon Seller for any purpose without Seller's written consent thereto first having been obtained.

IN WITNESS WHEREOF, Seller and Buyer have, on the day and year first above written, set their hands and seals.

Virginia S. Oakes  
193 S. Alvarado St.  
Los Angeles 57, Calif.  
 Address

Marion R. Savacool  
Elizabeth B. Savacool

STATE OF CALIFORNIA, } ss.  
 County of Los Angeles }

ON July 1, 1966, before me  
 the undersigned, a Notary Public in and for said County and State, personally  
 appeared

Virginia S. Oakes, known to me,  
Elizabeth B. Savacool

to be the person whose name are subscribed to the within  
 instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Merle Jagger

Notary Public in and for said County and State.



