

KNOW ALL MEN BY THESE PRESENTS, That CLIFFORD J. EMMICH, and WINIFRED L. EMMICH, h.w, 1931 El Arbolita Dr., Glenale, California, 91208

for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ACCURATE ELECTRONICS, INC., a Delaware Corporation, 13215 Leandwell St., North Hollywood, California, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

exhibit "A"

TOWNSHIP 36 South, Range 12 East, W.M. Section 34:
West 1/2 of North East 1/4 and West 1/2, and,
TOWNSHIP 37 South, Range 12 East, W.M. Section 2:
West 1/2 of South West 1/4 of North West 1/4,
South West 1/4 and Section 3: Lots #1, #2, #3, #4,
and South 1/2 of North 1/2 and South 1/2 and Section 10:
East 1/2 excepting East 1/2 of South East 1/4 of
South East 1/4 and East 1/2 of East 1/2 of West 1/2
excepting South East 1/4 of South East 1/4 of
~~South East 1/4~~ South West 1/4

(1600 acres.)

CORRECTION: The last line of above description should
read "South West 1/4." 69864E

STATE OF OREGON,
County of Klamath } ss.

Filed for record at request of:
Transamerica Title Ins. Co.
on this 27th day of September A. D., 1971
at 10:59 o'clock A. M. and duly
recorded in Vol. M71 of Deeds
Page 10215

WM. D. MILNE, County Clerk

By Cynthia Campbell Deputy.

Fee \$4.50
600 MAIN STREET
KLAMATH FALLS, OREGON 97601

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

Fee \$3.00

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
16 day of Sept., 1971,
at 11:04 o'clock A. M., and recorded
in book M71 on page 9849
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk Title.

By Cynthia Campbell Deputy

985
9810
VENDEE DOES NOT ASSUME MORTGAGE EMMICH TO DEELY AND VENDOR SHALL
HOLD VENDEE HARMLESS THEREFROM

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns
that said real property is free from incumbrances created or suffered thereon by grantor and that grantor will war-
rant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons
claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 220,000.00
However, the actual consideration consists of or includes other property or value given or promised which is
part of the consideration (indicate which).
XXXXXX

In construing this deed the singular includes the plural as the circumstances may require.
Witness grantor's hand this 1st day of September, 1971

Los Angeles
STATE OF OREGON, County of California
Personally appeared the above named Clifford J. Emmich, and Winifred L. Emmich
September 1, 1971

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: Barbara L. Stewart
Notary Public for Oregon California
My commission expires
OFFICIAL SEAL
Barbara L. Stewart
NOTARY PUBLIC - CALIFORNIA
TRUST OFFICE IN
LOS ANGELES COUNTY
NOTARY COMMISSION EXPIRES March 25, 1974
NOTARY COMMISSION EXPIRES March 25, 1974 applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

STATE OF OREGON, } ss.
County of Klamath }
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on this 27th day of September A. D., 1971
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Page 10215

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16 day of Sept., 1971,
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Record of Deeds of said County.
Witness my hand and seal of
County affixed.
Wm. D. Milne
County Clerk Title.
By Cynthia Campbell Deputy

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
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TIES WHERE
USED.)

0218

9852

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of that promissory note, of which the following is a substantial copy:

\$ 134,000.00

NORTH HOLLYWOOD, CALIFORNIA, September 1, 1971

severally promise to pay to the order of WINIFRED L. ENMICH at Glendale, California 91208 DOLLARS.

1931 El Arbolita Drive

One hundred thirty four thousand and no/100

with interest thereon at the rate of 10% per annum from

and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

TERMS: Payable \$14,177.52 including 6% interest annually beginning February 28, 1972, all payable Four (4) years (February 28, 1975)

ACCURATE ELECTRONICS, INC. A DELAWARE CORP.
RONALD M. COLITTI

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto excepting that evidenced by the note attached hereto.

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; 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 hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Donald L. Co. for
ACCURATE ELECTRONICS, INC.

STATE OF OREGON, } ss.
County of Klamath

Filed for record at request of:

Transamerica Title Ins. Co.
on this 27 day of September A.D., 1971,
at 10:59 o'clock A.M. and duly
recorded in Vol. M71 of Mortgages
Page 10217

WM. D. MILNE, County Clerk

By *Cynthia Milne* Deputy.
Fee \$8.00

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 16 day of September 1971, at 11:04 o'clock A.M., and recorded in book M71 on page 9851, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

By *Cynthia Milne* Deputy.
Fee \$4.50

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TRANSMERICA TITLE INSURANCE CO.

600 MAIN STREET

KLAMATH FALLS, OREGON 97601

STATE OF ~~OREGON~~ California

County of *Los Angeles* } ss.

BE IT REMEMBERED, That on this 2nd day of September, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named ACCURATE ELECTRONICS, INC.

Known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Johanna F. Laird
Notary Public for ~~Oregon~~ California
My Commission expires 7-22-73