

THIS CONTRACT, Made the 27 day of October, 1975, between Accurate Electronics, Inc., a Delaware corporation of the County of Los Angeles and State of Oregon, hereinafter called the first party, and Carl Jacobs of the County of Klamath and State of Oregon hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit: Government Lots 1, 2, 7, 8 and 10 of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, SAVING AND EXCEPTING from said Lot 10, those portions deeded in Deed Volume 219 at page 493 and in Deed Volume 335 at page 316. ALSO EXCEPTING that portion conveyed to Klamath County for Sprague River Highway described in Deed Volume 85 at page 618. SUBJECT TO: Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

THE SELLER does hereby agree to assume and pay any balances owed on the above described property to the following persons, and to hold Purchaser harmless therefrom: Winifred L. Emmich, Margaret A. VanPelt and Homer H. VanPelt, Ludwig G. Woelfl and Edith M. Woelfl, Philip W. Curtis and Norma S. Curtis, Conrad Tona and Joanne Tona, Clifford J. Emmich, Buster R. Newlun, Kenneth R. Newlun and Kathryn R. Newlun, Ray N. Olsen and Barbara L. Olsen, Charles F. Nelson and Doris L. Nelson, and James A. Bergman and Roberta F. Bergman, and Seller shall upon the complete payment by Purchaser of this contract, convey good, marketable title to Purchaser, subject only to the rights of the public in and to any portion of said premises lying within the limits of roads and highways as well as subject to easements, rights of way and restrictions apparent upon the land, and zoning ordinances in effect at the time of this sale.

for the sum of Forty-one Thousand and no/100-----Dollars (\$41,000.00) on account of which Thirteen Thousand and no/100-----Dollars (\$13,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of eight per cent per annum from November 1, 1975, on the dates and in amounts as follows: First payment to be made in the amount of \$20,000.00 no later than June 1, 1976, and the balance thereafter in the amount of \$8,000.00, plus any accumulated interest, shall be paid in annual installments to be amortized over a period of ten years, but with a balloon payment covering the entire remaining balance, to be paid at the end of five years, with the first such annual payment to be made on the first day of June, 1977, and a like payment due on the 1st day of June for each and every year thereafter and with the above referred to balloon payment to be made. SEE ATTACHED

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is (A) primarily for the use of a person or persons for business or commercial purposes other than agricultural purposes. (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$41,000.00. In a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and shall not be removed before final payment be made for said above described premises. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises. In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments, and those exceptions and encumbrances referred to in the above legal description. But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare to be of the essence of this agreement, the interest therein at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

However, the actual consideration The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ consists of or includes other property or value given or promised which is part of the consideration (indicate which): (1) And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself. In construing this contract, it is understood that the first party or the second party 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 parties have executed this instrument in duplicate; 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 officers duly authorized thereunto by order of its board of directors.

\*IMPORTANT NOTICE: Deleted, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 130R or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 130T or similar.

NOTE: The sentence between the symbols (A) and (B), if not applicable, should be deleted; see Oregon Revised Statutes, Section 92.020. [Notarial acknowledgment on reverse].

After recording, return to: NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be  
NAME, ADDRESS, ZIP  
Form (Pre)

[illegible]

# CONTRACT

FORM No. 471

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

**BETWEEN**

Address.....

AND

Address

Dated ..... 19..

Lot ..... Block.....

### Addition

STATE OF OREGON

County of .....

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as filling in number \_\_\_\_\_, Recording of Deeds of said County.

Witness my hand and seal of \_\_\_\_\_ County affixed.

**Title.**

*Deputy.*

**AFTER RECORDING RETURN TO**

STATE OF OREGON,

County of Klamath

County of Richmond  
October 24, 1975

Personally appeared the above named  
Carl Jacobs.....

and acknowledged the foregoing instrument to be his voluntary act and deed.

*Bēlōŋ me:*

Notary Public for Oregon

My commission expires:

CALIFORNIA

STATE OF OREGON, County of Los Angeles ) ss.

October 30, 1975

Personally appeared Ronald Colitti and

..... who, being duly sworn,  
each for himself and not one for the other, did say that the former is the

...president and that the latter is the

...secretary of ..... Accurate.....

Electronics, Inc.,

Electronics, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

**My commission expires:**

California

OFFICIAL SEAL

MEI-LAN E. LEE

NOTARY PUBLIC • CALIFORNIA

### LOS ANGELES COUNTY

My Commission Expires: 01/01/2011

(SEAL)

After recording, return to:

Until a change is requested all tax statements shall be

Form  
(Previous)

CONTINUATION OF THAT CONTRACT FOR REAL ESTATE, BETWEEN  
Accurate Electronics, Inc., a Delaware corporation, and  
Carl Jacobs, dated the 29 day of October, 1975.

Terms of payment continued:

...On the 1st day of June, 1981. Interest shall commence running as  
of November 1, 1975.

Partial Release:

Upon the payment of the \$20,000.00 referred to above, which is due  
on the 1st day of June, 1976, Seller shall provide Purchaser with a  
partial release of 50 contiguous acres and said acreage shall include  
the property upon which are located the two cabins.

*Rev: Beddoe & Hamilton  
246 Main  
Naperville, IL  
Carl Jacobs  
Spokane, WA  
Cue*

STATE OF OREGON; COUNTY OF CLATSOP; ss.  
I, the undersigned, being duly qualified, do hereby certify that  
this 10th day of NOVEMBER A.D. 1975 at 10:49 o'clock AM, and  
duly recorded in Vol. M 75 of DEEDS on Page 14045  
W.D. MILLS, County Clerk  
By *[Signature]*  
FEE \$ 9.00

*HH Day 1 Right of way to  
line, no trees that  
all MEL*

Personal  
Mm. G  
merit to be  
NOT  
OFFICIAL  
SEAL  
Notary Public  
My commission  
GRANTOR'S NAME AND ADDRESS  
GRANTEE'S NAME AND ADDRESS  
NAME, ADDRESS, ZIP  
After recording return to:  
NAME, ADDRESS, ZIP  
Until a change is requested all for statements shall be sent to the following