

7805

And it is understood and agreed between said 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 ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created in this contract in favor of the buyer as against the seller hereunder shall utterly cease and determine, and the right to the full possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of conveyance, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this 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 said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or therein belonging.

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,500.00.

In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the 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 the 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.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract 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.

Harry Jordan
Emily C. Jordan

Rosemary Frances Beckman
Rosemary Frances Beckman

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.0301.

STATE OF OREGON,)
County of Klamath,) ss.
May 25, 1976,)
Personally appeared _____, and _____, who, being duly sworn,

Personally appeared the above named Harry Jordan, Emily C. Jordan and Rosemary Frances Beckman

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 _____, a corporation,

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

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, Wilma A. Hagen
Notary Public for Oregon
My commission expires 2-7-80

Before me: _____
Notary Public for Oregon
My commission expires: _____

Section 4 of Chapter 618, Oregon Laws 1975, provides:
"(1) All instruments conveying 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 acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.
"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

For record at _____ of TRANSAMERICA TITLE INS. CO.

this 26th day of MAY, A.D. 1976, 11:01 AM, and

July recorded in Vol. M 76, of DEEDS, PAGE 7804

FEE \$ 6.00

By Wm D. MILNE, County Clerk
By _____

Vol. 7805 7806

RECORDING REQUESTED BY

14340

STATE OF OREGON; COUNTY OF KLAMATH; ss.

WHEN RECORDED MAIL TO

for record at _____ of TRANSAMERICA TITLE INS. CO.

Name Beedoe & Hamilton
Street 296 MACA ST
City City

May 26th day of May, A.D. 1976, 11:02 AM
M 76, of DEEDS, PAGE 7806
FEE \$ 3.00
By Wm D. MILNE, County Clerk
By _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That WINIFRED L. EMMICH

of Glendale, County of Los Angeles
State of California, do hereby certify and declare that a certain Mortgage bearing date the 1st day of September, 1971, made and executed by ACCURATE ELECTRONICS, INC., a Delaware Corporation

of North Hollywood, County of Los Angeles
State of California, the parties of the first part therein to WINIFRED L. EMMICH

of Glendale, County of Los Angeles, State of California
the part of the second part therein

which mortgage was recorded in the office of the County Recorder of Klamath, County, State of Oregon, in Book M-71, of _____, at page 9851, on the 16th day of SEPTEMBER, 1971, together with debt thereby secured, is fully paid, satisfied and discharged.

In Witness Whereof, she, _____, hereunto set her hand and seal this 1st day of September, 1971.
WINIFRED L. EMMICH

STATE OF CALIFORNIA,) ss.

County of Los Angeles
On September 1, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Winifred L. Emmich known to me, _____ is subscribed to the within instrument, and acknowledged to me to be the person whose name is _____ executed the same.

Barbara L. Stewart
Notary Public - CALIFORNIA
Principal Office in LOS ANGELES COUNTY
My Commission Expires March 26, 1974

Barbara L. Stewart
NAME (TYPED OR PRINTED)
Notary Public in and for said State.