

THIS CONTRACT, Made this 26th day of December, 1976, between  
 WINIFRED L. EMMICH, 1931 El Arbolita Drive,  
 Glendale, California 91208, hereinafter called the seller,  
 and Gulcin G. Witten, 1605 North Ivar Street,  
 Hollywood, California 90028, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

Township 36 South, Range 10 East, Willamette Meridian  
 Section 31 that part of the northwest 1/4 that lays  
 northeasterly of the sprague River Highway excepting  
 therefrom the westerly 1650 feet

40 acres

subject to: rights, rights of way, easements of record,  
 those apparent on the land and reservation of all subsurface  
 rights excepting water.

for the sum of TWENTY-FOUR THOUSAND AND NO/100\*\*\*\*\*Dollars (\$ 24,000.00 ),  
 hereinafter called the purchase price, of which \$ 300.00 has been paid at the time of the execution  
 hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said  
 purchase price to the order of the seller at the times and in the amounts as follows, to-wit: \$300.00 or  
 more per month including 9% per annum interest beginning January  
 25th, 1977, and every 25th monthly thereafter until paid amortised  
 over 120 months.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in-  
 terest at the rate of 9 per cent per annum from this date until paid, said interest to be paid  
 inclusively and \* ~~being included in~~ the minimum regular payments above required. Taxes on said  
 premises for the current fiscal year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) ~~entirely for buyer's personal family, household or agricultural purposes.~~

(B) ~~entirely for investment or business purposes.~~

The buyer shall be entitled to possess ~~of~~ said lands on December 26, 1976, and may retain such possession so long as  
 he is not in default under the terms hereof. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected,  
 in good condition and repair and will not suffer or permit any waste or stop thereof; that he will keep said premises free from mechanics and all  
 other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such  
 liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter law-  
 fully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and  
 keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than

in a company or companies satisfactory to the seller, with loss payable to the seller as his interest may appear and all policies  
 of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or  
 to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this  
 contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The said described premises are now subject to a contract or a mortgage (the word mortgage as used herein includes within its meaning a trust  
 deed) recorded in the Deed, Mortgage, Miscellaneous Records of said county in book \_\_\_\_\_ at page \_\_\_\_\_ thereof

(reference to which hereby is made) on which the unpaid principal balance at this time is \$As per title report more, with  
 interest paid to \_\_\_\_\_, payable in installments of not less than \$\_\_\_\_\_ per

The seller agrees to pay all sums due and to become due on said contract or mortgage promptly at the times required for said payments and to keep  
 said contract or mortgage free from default; should any of the installments on said mortgage so paid by the seller include taxes or insurance pre-  
 miums on said described premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of said installments so paid  
 applicable to taxes and insurance premiums; should the seller for any reason permit said contract or mortgage to be or become in default, the buyer  
 may pay any sums required by said contract or mortgage to be paid or otherwise perform said contract or mortgage and the buyer shall be entitled to  
 credit for all sums so paid by him against the sums next to become due on the above purchase price pursuant to the terms of this contract.

The seller agrees that at his expense and within \_\_\_\_\_ days from the date hereof, he will furnish unto buyer a title insurance policy in-  
 suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
 saving (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
 and except the usual printed exceptions and the building and other restrictions and easements now of record, if any, and the said contract or mort-  
 gage. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and  
 sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as at the date hereof except-  
 ing, however, the said covenants and restrictions, and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further  
 excepting all liens and encumbrances created by the buyer or assigns.

(Continued on reverse)

\*IMPORTANT NOTICE: Delete, 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. 1308 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. 1307 or similar.

WINIFRED L. EMMICH  
 1931 El Arbolita Drive  
 Glendale, California 91208  
 SELLER'S NAME AND ADDRESS

Gulcin G. Witten  
 1605 North Ivar Street  
 Hollywood, Ca 90028  
 BUYER'S NAME AND ADDRESS

After recording (turn to)  
 WESTERN BANK  
 P. O. Box 669  
 Klamath Falls, Ore. 97601  
 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

GULCIN G. WITTEN  
 1605 North Ivar Street  
 Hollywood, Ca 90028  
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instru-  
 ment was received for record on the  
 day of \_\_\_\_\_, 19\_\_\_\_,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
 in book \_\_\_\_\_ on page \_\_\_\_\_ or as  
 file/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of  
 County affixed.

By \_\_\_\_\_

Recording Officer  
 Deputy



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 interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller without any act of re-entry, 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 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 thereto belonging.

The true and actual consideration paid for this transfer, stated in terms of dollars, is 24,000.00 (However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (state which).)

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. In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer 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. In construing this contract, it is understood that the seller or the buyer 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.

*Winifred L. Emmich*  
WINIFRED L. EMMICH

*Gulcin G. Witten*  
GULCIN G. WITTEN

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF ~~OREGON~~ CALIFORNIA } ss.  
County of LOS ANGELES  
February 3, 1975

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_

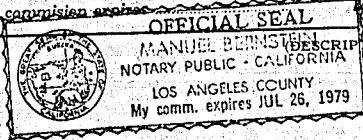
Personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
\_\_\_\_\_, president and that the latter is the  
\_\_\_\_\_, secretary of \_\_\_\_\_

Personally appeared the above named  
GULCIN G. WITTEN

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me: *Manuel Bernstein*  
(OFFICIAL SEAL) Notary Public for Oregon

Before me: \_\_\_\_\_ (OFFICIAL SEAL)  
Notary Public for Oregon



My commission expires: \_\_\_\_\_

STATE OF OREGON, } ss.  
County of KLAMATH

BE IT REMEMBERED, That on this 18th day of February, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Winifred L. Emmich

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

*William M. Drazil*  
Notary Public for Oregon.  
My Commission expires Jan. 28, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 22 day of Feb, A.D., 1977 at 11:55 o'clock A.M., and duly recorded in Vol M-77, of deeds on Page 3075.

FEE 6.00

WM. D. MILNE, County Clerk  
By *Hazel Drazil* Deputy