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VITAL STATISTICS SECTION
CERTIFICATE OF DEATH
Vol. 77 Page 7792
70-011964

DECEASED NAME: RALPH ELMER MILLER
DATE OF DEATH: August 24, 1970
AGE: 75
SEX: Male
RACE: White
MARRIED: Never Married
CITY, TOWN, OR LOCATION OF DEATH: Klamath Falls
COUNTY OF DEATH: Klamath
STATE OF BIRTH: Wisconsin
CITY, TOWN, OR LOCATION OF BIRTH: Klamath Falls
SOCIAL SECURITY NUMBER: 544-09-6867
RESIDENCE: Klamath Falls, Oregon
FATHER: Eli Sylvester Miller
MOTHER: Harriet Rebecca Miller
DEATH WAS CAUSED BY: Congestive heart failure
CONDITIONS: Pericarditis, Myocarditis, Coronary Atherosclerosis
OTHER SIGNIFICANT CONDITIONS: Severe Arteriosclerosis, Emphysema
ACCIDENT: No
INJURY AT WORK: No
PHYSICIAN: Dr. J. M. LeVernor
DATE OF DEATH: August 24, 1970
TIME OF DEATH: 6:20 P. M.
PLACE OF DEATH: Home
DEATH OCCURRED AT: Home
BURIAL: Burial
CEMETERY: Eternal Hills
FUNERAL HOME: Ward's Klamath Funeral Home
DATE RECEIVED BY LOCAL REGISTRAR: May 10, 1977
DATE RECEIVED BY STATE REGISTRAR: May 10, 1977

DATE ISSUED

Apr. 19

1977

STATE OF OREGON, COUNTY OF MULTNOMAH ss

I HEREBY CERTIFY THAT THE FOREGOING COPY HAS BEEN COMPARED BY ME WITH THE ORIGINAL DOCUMENT AND IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE AS THE SAME APPEARS ON FILE IN THE VITAL STATISTICS SECTION OF THE OREGON STATE HEALTH DIVISION AND IN MY OFFICIAL CARE AND CUSTODY.

Rev. Angeline Miller
State Highway 40 - Rob L. Miller
John S. Orr

STATE REGISTRAR

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of May A.D., 19 77 at 3:20 o'clock P. M., and duly recorded in Vol. M77 of DEEDS on Page 7792.

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Hazel Drazic Deputy

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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 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 rest 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 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 thereunto 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 \$5,500.00. ~~However, the actual consideration consists of or includes other property or value given or promised which is not of the consideration (indicate which).~~

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 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 contest 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.

John G. Sheridan
John G. Sheridan
Mary E. Sheridan
Mary E. Sheridan
George A. Pondella, Jr.
George A. Pondella, Jr.

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

STATE OF OREGON, }
County of Klamath } ss.
April 26, 1977

Personally appeared the above named George A. Pondella, Jr.
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

and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me: *Gerald B. Kalitz*
Notary Public for Oregon
My commission expires 12-22-78

(OFFICIAL SEAL) (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides:
(1) All instruments contracting to convey fee title to 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 Josephine } ss.

BE IT REMEMBERED, That on this 2nd day of May, 1977,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named JOHN G. SHERIDAN and MARY E. SHERIDAN, husband and wife

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

CAROLYN Y. LEIDIG
NOTARY PUBLIC - OREGON
My Commission Expires August 27, 1977

Carolyn Y. Leidig
Notary Public for Oregon
My Commission expires

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of
May A.D., 1977 at 3:09 o'clock P.M., and duly recorded in Vol. M77
of DEEDS on Page 7790.

FEE \$ 6.00
WM. D. MILNE, County Clerk
By *Harold Orsinger* Deputy

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