

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 revest 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 thereto 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 \$67,500.00.

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 sums 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 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 on the date above shown; 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.

*[Signature]*  
 Thad Chesnut  
  
*[Signature]*  
 Katherine Rae Chesnut  
 KC

*[Signature]*  
 George Cross  
  
*[Signature]*  
 Rose Cross

G. P. WU & SON, INC.  
 By *[Signature]* President  
*[Signature]* Secretary

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

~~January 23~~ February 23, 1978

Personally appeared G. P. Wu and Grace L. Wu, 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 G. P. Wu & Son, Inc., an Oregon 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.

Michael J. Lewis  
Notary Public for Oregon  
My Commission Expires: 7-19-78

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

January 30, 1978

Personally appeared the above named George Cross and Rose Cross and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Donald McCall  
Notary Public for Oregon  
My Commission Expires: 4/29/78

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

Personally appeared the above named Thad Chesnut and Katherine Rae Chesnut and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Michael J. Lewis  
Notary Public for Oregon  
My Commission Expires:

G. P. WU & SON, INC.  
Bonanza, Oregon 97623

GEORGE and ROSE CROSS

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

Sellers' Names and Addresses

THAD and KATHERINE RAE CHESNUT  
3790 Lakeside Drive  
Carson City, Nevada 89701

Buyers' Names and Address

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

THAD and KATHERINE RAE CHESNUT  
3790 Lakeside Drive  
Carson City, Nevada 89701

Mountain Title Co.  
on this 6th day of March A.D. 19 78  
at 3:01 o'clock P. M. and duly  
recorded in Vol. M78 of Deeds  
Page 4208  
Vern D. Milne, County Clerk  
By Berntha J. Smith Deputy

Fee \$12.00

Return to  
MHC. So 6th