

36702

Vol. m91 Page 22681

NOTICE OF RELEASE OF TAX LIEN FOR SENIOR CITIZEN'S TAX DEFERRAL

This certifies that the following tax lien which has been entered in the mortgage records of Klamath County has been satisfied and is fully released.

Department of Revenue Account Number	Assessor's Account Number	Other Description of Property	Owner's Name
023596	R469004	Tax Lot 38-11-15B -03800 Being Por of Lot 4 Blk 47 KFFE Hwy 66 Un Plat 2 Add Deed M71-4906	Tuckness, Jamie O Lien No. 16871 Vol. M90, Page 12746 Dated 6-28-90

Executed at Salem, Oregon by the direction of the Department of Revenue.

Supervisor (Property Tax Division)

Date

October 25, 1991

Distribution:

White - County Clerk
Canary - Property Tax Division
Pink - Assessor
Goldenrod - Tax collector

After recording return to:

Senior Citizen's Deferral Unit
Oregon Department of Revenue
955 Center Street NE
Salem, OR 97310

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Oregon Dept. of Revenue the 30th day
of Oct. A.D., 19 91 at 9:12 o'clock A.M., and duly recorded in Vol. M91
of Mortgages on Page 22681

Evelyn Biehn, County Clerk
By Pauline Mullendore

FEE \$5.00

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, and the payments to become due on said contract or mortgage, principal and interest, 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 seller's option shall have the following rights:

(1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;

(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.

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 the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-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 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 seller's 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 \$ ① However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). ①

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party'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 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 name to be signed and its seal affixed by an officer duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Robert L. James
Saraine Eckert

* BUYER: Comply with ORS 93.905 at seq prior to exercising this remedy.
NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

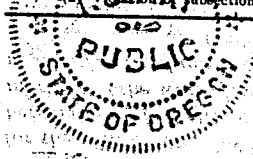
(If the signer of the above is a corporation, use the form of acknowledgment opposite and affix corporate seal.)

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on November 17, 1990, by Ruben James Charles R. Eckert and Lorraine A. Eckert
Madeline DePuy
Notary Public for Oregon
(SEAL) My commission expires: Aug. 24, 1993

STATE OF OREGON,
County of _____ } ss.
This instrument was acknowledged before me on _____, 19____, by _____
Notary Public for Oregon
(SEAL) My commission expires: _____

Section 4 of Chapter 618, Oregon Laws 1975, provides:
(1) All instruments contracting to convey 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 acknowledgments, 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.

Filed for record at request of Chas. Eckert Sr. the 30th day of Oct., A.D., 19 91 at 9:12 o'clock A.M., and duly recorded in Vol. M91 of Deeds on Page 22679.

FEE \$33.00

Evelyn Biehn, County Clerk
By Ruben James