

1 AGREEMENT
2

3 This agreement, made this 18 day of April, 1968, by and
4 between RICHARD C. ADREON and ESTELLE N. ADREON, husband and
5 wife, hereinafter referred to as first party, and JAMES ARTHUR
6 ROARK and GRACE S. ROARK, husband and wife, hereinafter referred
7 to as second party,

8 W I T N E S S E T H :

9 WHEREAS first party is the owner of that certain real
10 property located at 2406 Wiard Street, Klamath Falls, Klamath
11 County, Oregon, more particularly described as:

12 S $\frac{1}{2}$ W $\frac{1}{2}$ of S $\frac{1}{2}$ of Lot 1, Gienger Home Tracts
13 and,

14 WHEREAS second party is the owner of that certain real
15 property adjoining the above-described real property of first
16 party to the North, the address of which is 2354 Wiard Street,
17 Klamath Falls, Klamath County, Oregon, more particularly
18 described as:

19 N $\frac{1}{2}$ W $\frac{1}{2}$ of S $\frac{1}{2}$ of Lot 1, Gienger Home Tracts
20 and,

21 WHEREAS there is a certain two car garage of wood construction
22 which was build in the late 1930s, with a shed attached to the
23 back of said garage, which buildings are located on the boundary
24 line between the above-described properties of first party and
25 second party, and

26 WHEREAS said garage and shed are divided by a partition,
27 which partition may be located upon the property of second
28 party, and

29 WHEREAS the parties hereto wish to enter into an agreement
30 whereby first party can tear down that portion of said garage
31 and shed lying south of the partition which divides said garage
32 and shed, beginning at the partition of the garage and shed

1 which portion of the garage and shed lies mainly upon first
2 party's land.

3 NOW, THEREFORE, it is agreed as follows:

4 1. First party shall tear down that portion of said
5 garage and shed lying south of said partition which divides
6 said garage and shed, and shall have the right and privilege to
7 enter upon second party's land to the extent necessary to so
8 tear down said garage and shed.

9 2. Second party, either severally or jointly, shall never
10 institute any suit or action at law or otherwise, nor prosecute
11 or in any way aid in the institution or prosecution of any right,
12 claim, demand, action or cause of action against first party,
13 either severally or jointly, for damages, costs, loss of service,
14 expenses or compensation for or on account of any damage, loss
15 or injury either to person or property, or both, resulting from
16 the tearing down of said garage and shed by first party and/or
17 the entering upon the property of second party by first party
18 for such purpose.

19 3. Second party, severally and jointly, does hereby release
20 and discharge first party, severally and jointly, of and from
21 all manner of actions and causes of action, rights, claims and
22 demands which may arise from the tearing down of said garage and
23 shed by first party and the entering upon the property of second
24 party by first party for such purpose.

25 4. In case suit or action is instituted in regard to the
26 terms or subject of this agreement, the losing party shall pay
27 to the prevailing party such sum as the court may adjudge
28 reasonable as attorney fees, plus costs and expenses, and
29 including any such attorney fees, costs and expenses on appeal.

30 5. This agreement extends to and binds the heirs, assigns,
31 transferees, executors and administrators of the parties hereto.

32 6. Each of the parties hereto have read this agreement
and know the contents thereof, and sign the same of their own

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1 free will.

2 7. All agreements and understandings between the parties
3 hereto concerning the above are embodied and expressed herein
4 and the terms hereof are contractual and not a mere recital.

5 In witness whereof the parties hereto have set their
6 hands and seals this 18 day of April, 1968.

7
8 Richard C. Adreon
9 Richard C. Adreon

10
11 Estelle N. Adreon
12 Estelle N. Adreon

13
14 James Arthur Roark
15 James Arthur Roark

16
17 Grace E. Roark
18 Grace E. Roark

19 STATE OF OREGON)
20 COUNTY OF KLAMATH) ss.

April 16th, 1968

21 Personally appeared the within named James Arthur Roark
22 Grace E. Roark known to me to be the identical
23 individual 5 described in and who executed the within instrument
24 and acknowledged to me that they executed the same freely and
25 voluntarily.

26 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
27 my official seal the day and year above last written.

28 (SEAL)

29 Ortis W. Stanley
30 Notary Public for Oregon
31 My Commission expires: 6-3-70

32 STATE OF OREGON)
COUNTY OF KLAMATH) ss.

April 16, 1968

33 Personally appeared the within named Richard C. Adreon and
34 Estelle N. Adreon known to me to be the identical individuals
35 described in and who executed the within instrument and acknowledged
36 to me that they executed the same freely and voluntarily.

37 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
38 my official seal the day and year above last written.

39 (SEAL)

40 Alameda E. Giacomini
41 Notary Public for Oregon
42 My Commission expires: Aug. 5, 1970

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STATE OF KANSAS
County of KANSAS
Filed for record at request of

3090

Transamerica Title Insurance Co.

on this 19 day of April A. D. 19 68

at 2:51 o'clock PM, and duly

recorded in Vol. 68 of Deeds

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DOROTHY ROGERS, County Clerk

Fee 6.00

By [Signature] Deputy