

8. Sellers shall forthwith upon the execution of this agreement, cause to be paid in full all creditors of said business which were the creditors of Sellers prior to Buyers taking possession of and operating that certain business known as "Bonanza Chevron Service, Bonanza, Oregon" and hold Buyers harmless therefrom.

9. Sellers shall further, upon the execution hereof, cause to be withdrawn of record their assumed business name, namely, Bonanza Chevron Service.

10. Sellers do hereby further covenant and agree that they, jointly and severally, or in any way, will not compete with Buyers either as principals, agents, or employees, or otherwise, in the service station and garage business within a 30 mile radius of Bonanza, Oregon, for a period of 10 years following the date of this agreement.

11. Title to the above described personal property shall be and the same is hereby reserved and retained by Sellers until the above and foregoing agreement is fully executed on behalf of Buyers, provided, however, that Buyers have the right to replace it at their expense any items of said equipment provided the same is of similar value; Buyers shall contemporaneously herewith further execute and deliver unto Sellers a Security Agreement and financing statements of and pertaining to said personal property above described.

12. Sellers specifically retain all right, title and interest in and to all those certain accounts receivable of and pertaining to said business prior to Buyers taking possession of said business.

PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revert in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made; and Seller shall have the right to re-enter and occupy the premises should Buyer, while in default, permit the premises to become vacant; Seller may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by Seller, he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyer agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed seller 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 seller's attorney's fees on such appeal.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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, except as otherwise provided in writing.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to the foregoing, and shall be deemed to be made by the parties hereto.

WITNESS the hands of the parties the day and year first herein written.

[Signature]
[Signature]
[Signature]

From the office of
 P. K. Puckett
 Attorney at Law,
 First Federal Bldg.,
 Klamath Falls, Oregon

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

2271

BE IT REMEMBERED, That on this 20 day of March, 1969,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named CLYDE W. WOOTEN and GLORIA P. WOOTEN, husband and wife, and JOHN
R. McBRIDE and JOYCE McBRIDE, 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.

Orville C. Jones
Notary Public for Oregon.
My Commission expires 9/23/69

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- (1) P & H Electric Welder (A.C)
- (1) Welding & Cutting Torch (Smith)
- (1) Set Welding gauges
- (1) Welding Hood
- (1) Set Welding Goggles
- (1) Dwell Meter
- (1) Impact Wrench
- (1) Soldering Iron
- (1) Craftsman Drill Press
- (2) Axle Jacks
- (1) Black & Decker Valve Facer
- (1) Bench Grinder (8 inch)
- (1) Tilter tool wrench
- (1) Valve keeper lifter
- (1) Torquewrench
- (1) Set 3/4 drive sockets with ratchet handle
- (1) Rear hub puller
- (1) Hydraulic 5 ton jack
- (1) Brake bleeder & tank
- (1) Generator growler
- (1) Spark plug cleaner & tester
- (1) Armature lathe
- (1) half inch Electric Drill
- (1) Brake fluid dispenser
- (1) 6 quart oil measure
- (1) Rase gun
- (2) Hand grease guns
- (1) Devithiss Air Compressor
- (1) Battery filler
- (1) Hi-pressure Lube gun (air)
- (1) Hi pressure gear grease Dispenser
- (1) Luhu for Oil drain
- (1) Black & Decker vacuum Cleaner
- (1) Hydraulic bumper jack
- (1) Handy Man floor jack
- (1) Ironwheel floor jack
- (2) Air Hose (quick couple)
- (1) Willard 6 vlot battery charger
- (1) Atlas 12 vlot battery charger
- (1) B.F. Goodrich Wheel balancer
- (2) Wheel balance adapters
- (1) Stud gun (Black & Decker)
- (1) Hand tire expander
- (1) Nylon air bead expander
- (1) Truck bead breaker
- (1) Atlas tire changer
- (3) Bueh Oil Dispensers (30 Gal. each)
- (1) Anti freeze tester
- (1) Battery hydrometric
- (3) Oil Can Spouts
- (1) Battery Carrier
- (2) Service lights
- (1) Set jumper cables
- (1) Ice cream cabinet
- (1) Pop cooler
- (1) Office chair
- (1) Office desk
- (1) Magazine rack
- (1) Trico Windshield wiper cabinet
- (1) "Stant" Cabinet for radiator caps
- (1) Cigarette Display cabinet
- (1) Counter
- (1) Echilin Ignition display shelf
- (1) Electric clock
- (1) Propane furnace
- (2) Propane floor heaters
- (1) 2-ton Chain hoist

Ret: P.K.Puckett, Atty.

STATE OF OREGON,
 County of Klamath
 Filed for record at request of
P.K.Puckett, Attorney at Law
 on this 28 day of March A.D. 19 69
 at 12:05 o'clock P M, and duly
 recorded in Vol. M-69 of Deeds
 Page 2269 at request of
Wm D. MILNE, County Clerk
 By John M. Kauter Deputy
 Fee, 6.00