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AGREEMENT

THIS AGREEMENT, made and entered into this 40 day of August, 1970, by and between DAVID B. GOLLERSRUD, individually, and, doing business as DAVE'S FOOD SERVICE, hereinafter referred to as First Party, and, RICHARD M. MURRAY and SANDRA K. MURRAY, .6 husband and wife, hereinafter referred to as Second Parties, WITNESSETH:

WHEREAS, First Party has heretofore distributed FRITO LAY foodstuffs in Southern Oregon and Northern California pursuant to 10 an oral agreement with Frito Lay and is the owner of the following described personal property, which is free of all encumbrances, 12 namely:

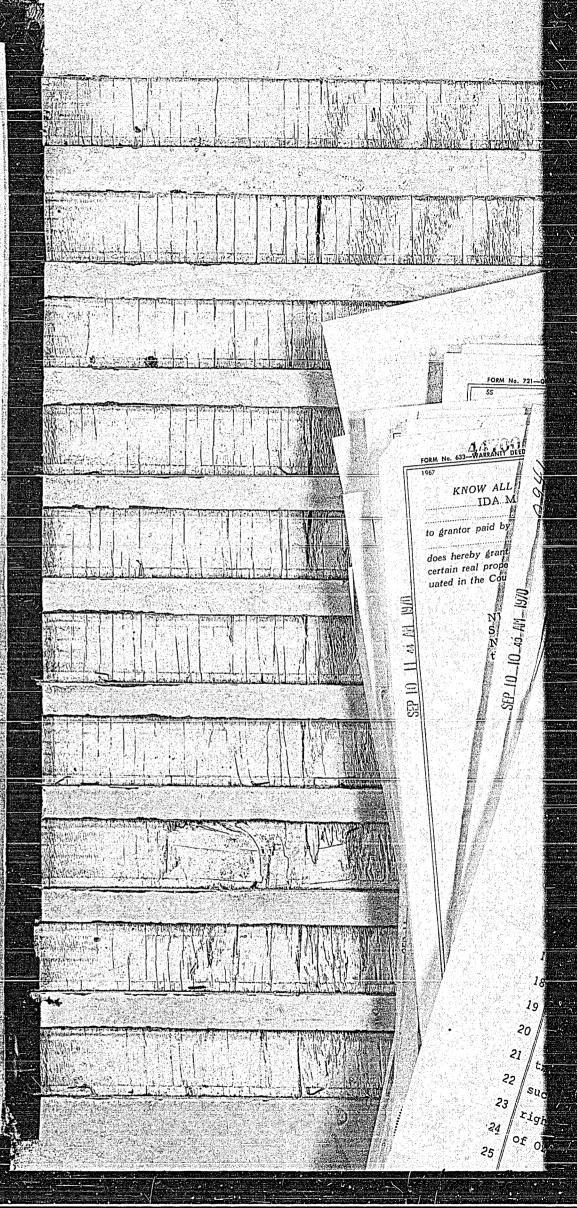
- 1. 1964 Chevrolet one ton van motor vehicle;
- 2. Miscellaneous and various food stuff racks;
 - 3. Inventory on hand

And, First Party is desirous of selling said property, including specifically, all of First Party's interest in said 18 distributorship and territory, unto Second Parties and the latter desire to so purchase said property and interests from First Party,

NOW, THEREFORE, the parties hereto do hereby mutually agree 21 and covenant with each other as follows: 22

- 1. The purchase price for said property and business inter-23 ests shall be FIFTEEN THOUSAND DOLLARS, (\$15,000.00), which Second Parties agree to pay First Party as follows:
 - (a) The sum of \$8,500.00 in cash upon the execution hereof, the receipt of which is hereby acknowledged;
 - (b) The sum of \$2,500.00 by Second Parties transferring and assigning unto First Party their interest in and to that certain Agreement of Sale dated December 1969, between RICHARD M. MURRAY, Seller, and Richard O. Dilling and Nellie Dilling, husband and wife, Buyers, presently in escrow at First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, said Contract having an unpaid principal balance of \$3,300.00 plus accrued interest;

Page (1) Agreement



The sum of \$4,000.00 payable in twelve equal installments of \$346.12, which payments include interest at 7% per annum from the date hereof, the first payment to be paid on the 15th day of September, 1970, and a like payment on or before the 15th day of each month thereafter until said \$4,000.00 and interest is paid in full, said sum to be secured by Second Parties' 16.5 foot Rayson Craft boat.

2. First Party shall, upon the execution hereof, indorse over and deliver unto Second Parties, the Certificate of Title to said 1964 Chevrolet Van, and, does by these presents sell, assign, transfer and set over unto Second Parties all of First Party's interest in and to said remaining property referred to hereinabove, namely:

- a. Miscellaneous and various food stuff racks;
- b. Inventory on hand, and
- c. All of First Party's interest in and to said distributorship for FRITO LAY, including his territory in connection therewith.
- 3. First Party represents he is the owner and holder of the above property and interests and that there are no other interests therein outstanding and that he only has the right to sell the same.
- 4. First Party shall further, upon the execution hereof, transfer unto Second Parties his PUC rights, that is, execute such documents as may be necessary to transfer the present PUC rights unto Second Parties such as may be required by the State of Oregon.
- 5. The parties hereto shall further execute and deliver such documents as may be necessary to carry out the foregoing agreement
- 6. In the event suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Circuit and/or higher court may adjudge reasonable as attorney fees.

Dated this 4 mday of August, 1970.

PRENTISS K. PUCKETT KLAMATH FALLS, DRE

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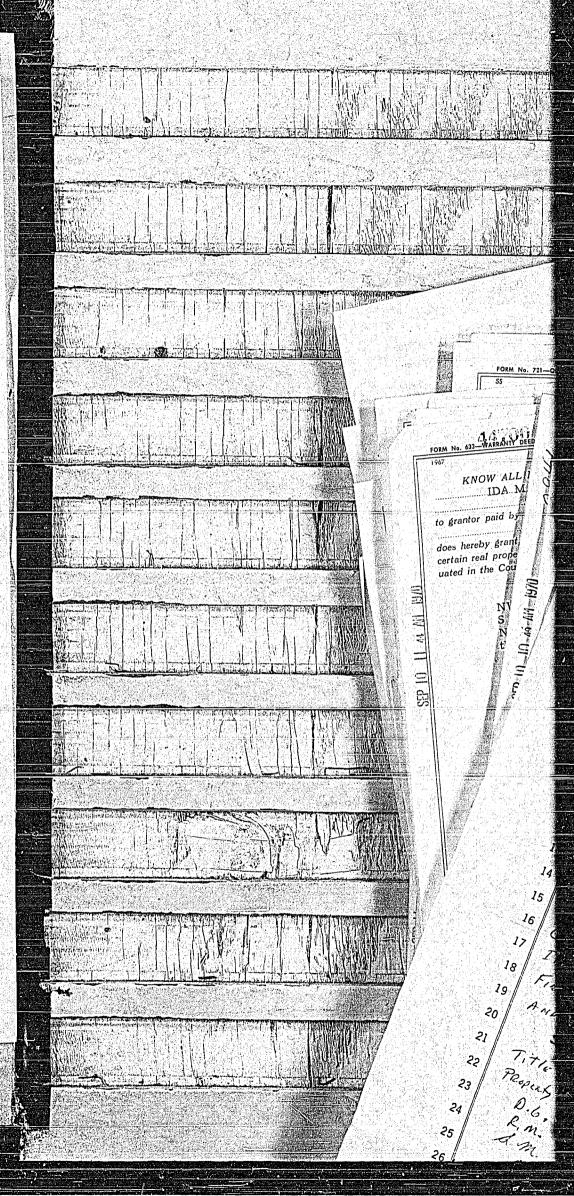
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Page (2) Agreement



AMENDMENT

WHEREAS, THE UNDERSIGNED DID ON THE 4TH DAY OF August, 1970, enter into an Agreement relative to the sale of certain property rights and interests, namely, FRITO LAY, and, now desire to modify and change said agreement,

NOW, THEREFORE, said agreement is hereby mutually modified in the following particulars which the undersigned mutually agree:

- 1. Second Parties shall pay First Party the sum of Five Thousand Dollars, (\$5,000.00), cash upon the execution hereof.
- 2. The balance of the purchase price, namely, Ten Thousand Dollars, (\$10,000.00), shall be paid by Second Parties transferring unto First Party clear and marketable title in the following described real property located in Klamath County, Oregon, namely,

An undivided one-fifth interest in and to all the real property remaining in McLoughlin Heights in the name of Richard M. Murray, a deed to said real property being executed contemporaneously herewith.

Second Parties shall pay all real property taxes on the above subject real property to August 1, 1970, and furnish, at their expense, title insurance in said amount to First Party.

3. That in all other respects said Agreement dated August

4, 1970, shall remain in full force and effect.

Page (1) Amendment

STATE OF OREGON; COUNTY OF KLAMATH; ss.

this 10th day of September A. D., 1970 at 10th o'clock A.M., and duly recorded in Vol. M.70 of Miscellaneous on Page 7974 ... 7

WM. D. MILNE, County Clerk

KNOW ALL .IDA.M to grantor paid by does hereby grant, certain real prope uated in the Cou SEP_10_10_49-411-1970 Grantee!

Filed for record at request of MARVIN J. HOLLINGSWORTH

PRENTISS K. PUCKETT

to and wit Grantor is and DEFEND

appearing