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VOL 70 PAGE 7974

A G R E E M E N T

1
2 THIS AGREEMENT, made and entered into this 4th day of
3 August, 1970, by and between DAVID B. GOLLERSRUD, individually,
4 and, doing business as DAVE'S FOOD SERVICE, hereinafter referred
5 to as First Party, and, RICHARD M. MURRAY and SANDRA K. MURRAY,
6 husband and wife, hereinafter referred to as Second Parties,

WITNESSETH:

7
8 WHEREAS, First Party has heretofore distributed FRITO LAY
9 foodstuffs in Southern Oregon and Northern California pursuant to
10 an oral agreement with Frito Lay and is the owner of the following
11 described personal property, which is free of all encumbrances,
12 namely:

- 13 1. 1964 Chevrolet one ton van motor vehicle;
- 14 2. Miscellaneous and various food stuff racks;
- 15 3. Inventory on hand

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

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

23 1. The purchase price for said property and business inter-
24 ests shall be FIFTEEN THOUSAND DOLLARS, (\$15,000.00), which Second
25 Parties agree to pay First Party as follows:

- 26 (a) The sum of \$8,500.00 in cash upon the execution
27 hereof, the receipt of which is hereby acknow-
28 ledged;
- 29 (b) The sum of \$2,500.00 by Second Parties transferring
30 and assigning unto First Party their interest in
31 and to that certain Agreement of Sale dated December
32 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;

PRENTISS K. PUCKETT
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE.

Page (1) Agreement

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FORM No. 721-0
SS

FORM No. 633-WARRANTY DEED

1967

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(c) 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 47 day of August, 1970.

PRENTISS K. PUCKETT
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE.

Page (2) Agreement

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David B. Gollersrud
David B. Gollersrud, individually and
d/b/a Dave's Food Service, First
Party-Seller

Richard M. Murray
Richard M. Murray

Sandra K. Murray
Sandra K. Murray

Second Parties-Buyers

State of Oregon

August 4, 1970

County of Klamath

Subscribed and sworn to before me this fourth day of August, 1970

Walter H. Fleet
Walter H. Fleet

Notary Public.

MY COMMISSION EXPIRES MAY 5, 1973

AMENDMENT;

ON THIS DAY August 4, 1970 SECOND PARTY
AGREES TO PAY FIVE THOUSAND (\$5,000.00) DOWN AND
CONVEY ALL HIS AND HIS WIFE'S UNDIVIDED 1/2 INTEREST
IN McLAUGHLIN HEIGHTS SUBDIVISION PROPERTY TO ~~THE~~ THE
FIRST PARTY. SAID PROPERTY IS FREE AND CLEAR OF ANY
AND ALL ASSESSMENTS AND ENCUMBRANCES.

SECOND PARTY WILL FURNISH TO THE FIRST PARTY
TITLE INSURANCE AND PAY ALL TAXES ASSESSED AGAINST SAID
PROPERTY AS OF THIS DATE, August 4, 1970

D.B. David B. Gollersrud
R.M. Richard M. Murray
S.M. Sandra K. Murray

Subscribed and sworn to this fourth day of August, 1970.

Walter H. Fleet
Walter H. Fleet

Notary Public

MY COMMISSION EXPIRES MAY 5, 1973

PRENTISS K. PUCKETT
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE.

Page (3) Agreement

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A M E N D M E N T

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.

David B. Gollersrud
David B. Gollersrud

Richard M. Murray
Richard M. Murray

Sandra K. Murray
Sandra K. Murray

*State of Oregon,
County of Klamath
Subscribed & sworn to this
August, 1970*

*Notary Public
My Com. Expires 11-15-70*

PRENTISS K. PUCKETT
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING

Page (1) Amendment

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MARVIN J. HOLLINGSWORTH

this 10th day of September A. D., 1970 at 10:11 o'clock A.M., and duly recorded in
Vol. M 70 of Miscellaneous on Page 7974

Fee \$6.00

WM. D. MILNE, County Clerk

By *Hazel Dray* deputy

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FORM No. 633-WARRANTY DEED
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