

28-6780

A G R E E M E N T

1 THIS AGREEMENT made and entered into this 12th day of February, 1974,
2 by and between WALTER H. FLEET and HAZEL M. FLEET, First Party and ROBERT LOPER
3 and LOIS J. LOPER, husband and wife, Second Party,

W I T N E S S E T H :

4 WHEREAS, on the 17th day of August, 1964, CATHERINE OCHS and PAUL A.
5 OCHS, her husband, agreed to sell to Second Party real property in Klamath
6 County, Oregon, described as follows:

7 Beginning at the most Southerly corner of Lot 4 in Block 62 of
8 NICHOLS ADDITION to the City of Klamath Falls, Oregon; thence
9 Northwesterly along the Easterly line of Ninth Street 80 feet;
10 thence Northeasterly at right angles to Ninth Street 35 feet;
11 thence Southeasterly and parallel with Ninth Street 80 feet to
12 the Northerly line of Lincoln Street; thence Southwesterly along
13 the Northerly line of Lincoln Street 35 feet to the place of
14 beginning.

15 TOGETHER WITH all of the equipment, furnishings, inventory and
16 fixtures now used by seller in the operation of that certain
17 grocery business known as "Paul's Market" at 901 Lincoln Street,
18 Klamath Falls, Klamath County, Oregon, which said personal property
19 is more particularly described in "Exhibit A" attached hereto and
20 by this reference made a part hereof.

21 ALSO TOGETHER WITH the assumed business name "Paul's Market".
22 at and for a price of \$22,000 payable as follows: \$1,000 on execution of the
23 agreement and the balance with interest at 6% per annum from September 1, 1964
24 in installments of \$200; and

25 WHEREAS, Catherine Ochs and Paul A. Ochs did assign their interest
26 in the said agreement to First Parties by an agreement dated the 26th day of
27 April, 1965; and

28 WHEREAS, the Second Party has abandoned said property and has become
29 delinquent in payments and further wishes to be relieved of the further obliga-
30 tion under said contract to avoid expense of foreclosure thereof by First Party
31 now, therefore, in consideration of the premises and of the covenants herein-
32 after contained the parties mutually agree as follows:

1. Second Party releases, remises and quitclaims unto First Party
the real property hereinabove described and the personal property hereinabove
described and releases First Party from all further liability under and by
virtue of said contract and from any claims or reclamation of any sums hereto-

DANON, BISENBERG
& ZAMSKY
ATTORNEYS AT LAW
538 MAIN STREET
KLAMATH FALLS, ORE.
9762

Agreement - Page 1

5704

1 fore paid.

2 2. First Party does hereby release Second Party from all future pay-
3 ments of said contract.

4 3. The parties agree that said contract be and the same hereby is
5 terminated.

6 4. First Federal Savings & Loan Association of Klamath Falls, escrow
7 holder, is directed to surrender all instruments held by it in escrow to
8 William L. Sisemore of Ganong & Sisemore, attorneys.

9 IN WITNESS WHEREOF the parties hereto have set their hands and seals
10 the date and year first herein mentioned.

Walter H. Fleet

Hazel M. Fleet
First Party

Robert Loper

Lois J. Loper
Second Party

17 STATE OF OREGON)
18) ss.
19 County of Klamath)

February 25, 1974

20 Personally appeared the above named WALTER H. FLEET and HAZEL M. FLEET
21 and acknowledged the foregoing instrument to be their voluntary act and deed.
22 Before me:

(SEAL)

William L. Sisemore
Notary Public for Oregon
My commission expires: *11-2-75*

24 STATE OF *Oregon*)
25) ss.
26 County of *Klamath*)

February 19, 1974

27 Personally appeared the above named ROBERT LOPER and LOIS J. LOPER
28 and acknowledged the foregoing instrument to be their voluntary act and deed.
29 Before me:

(SEAL)

William L. Sisemore
Notary Public for *Oregon*
My commission expires: *11-2-75*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 8th day of May A. D. 1974 at 11:51 o'clock A. M., and duly recorded in
Vol. M74 of Deeds on Page 5703

Fee \$4.00 By *Hazel M. Fleet* Deputy
WM. D. MILNE, County Clerk

NY 8 3 41 PM 1974

proper
sen. d
such
shall
ably
property
without
holds
therefor
4. B
not let's
their interest
to possession

5. Buyer
of the real prop
Seller. Buyer
maintain