a veDay kande Night 10 fifice formand him of handdes a store blispes bes sould add tedr the metrog of 65103 Escrow Departmentes dous lo enconterrar atsigned out of surplus repeter to a started at a serveter to a serv One Powell Street 3^{-11} invariant altradiantic diate $M_{\rm est}$. San Francisco, California Vol. 79^{-11} 546. 6 Page to test off 94102 at domaid it test til theore emade ligds det

nio Casualty insurance Company

7566

HAMILTON, OHIO

If m now time there is a manual of the particle the Obliges ter 3:".Tel. II at ear time during the performance of the contract the Obliges terestric East of the unput the for hims a contract through a frincipal on the contract the Obliges tell within E TO the TE FA the survey and it cleaned by the Survey shall withheld payment from the Principal of means

ui anteles destra francia ante STANDARD FORM OF CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Baker & Bortis Construction Co.

Klamath Falls, Oregon

When recorded Mail to: Bank of America NT & SA

(hereinafter called the Principal), as principal, and THE OHIO CASUALTY INSURANCE COMPANY (hereinafter called the Surety) as surety, are held and firmly bound unto Redwood Theatres, Incorporated

San Francisco, California

(hereinafter called the Obligee), in the sum of Four Hundred Thirty Eight Thousand Seven Hundred Thirty & No/10Dollars (\$438,730.00********), for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated

Yi December 22 A SIUE 1978 J.A with the Obligee for

Construction of Theater Complex, Pelican Cinemas, Klamath Falls, Oregon Atterney in Fact.

a copy of which is hereto annexed:

5

ŝ F

LO

APP

2

of

of

NOW, THEREFORE, The condition of this obligation is such, that if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to re-main in full force and effect. main in full force and effect. THEFT

PROVIDED, however, and upon the EXPRESS CONDITIONS, the performance of each of which shall be

0.21 9 FIRST: The Obligee shall notify the Surety by registered letter, addressed and mailed to the Surety at its Home Office in Hamilton. Ohio, of any breach of said contract by the Principal, or any act or omission of the Principal, or of any agent or employee of the Principal which may involve or cause a loss for which the Surety may be liable, within ten (10) days after such breach or act of omission shall have come to the knowledge of the Obligee of any representative-of the Obligee authorized to supervise the performance of said contract; and if the Principal abandons said contract or is lawfully compelled by reason of a default to cease operations thereunder. the Surety shall have the right at its option to assume the contract and to sublet or complete the same; and if the Surety elects to sublet or complete said contract, all moneys due or to become due and payable under the terms of the contract shall be paid to the Surety regardless of any assignment or transfer thereof by the Principal, it being the intent hereof that the right of the Surety to said moneys or payments shall take precedence over any assignee or any other adverse claimant, but if the Obligee completes or relets the contract, all reserves, retentions, deferred and other payments provided by the contract to be paid to the Principal, had the Principal duly performed said contract, shall be credited upon any claim against the Surety, and no forfeiture provided in said contract against the Principal shall be operative against the Surety.

SECOND: All suits at law or proceedings in Equity to recover on this bond must be instituted within six months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion, or if no time is specified in said contract for its completion, before the dav , unless the Surety shall have extended the time for instituting said suits or of 19

proceedings in writing signed by an officer of the Surety at its Home Office at Hamilton, Ohio.

THIRD: That the Surety shall not be liable for any loss or damages resulting directly or indirectly from strikes or labor difficulties, or from mobe riots fire, the elements, or acts of God, or for the repair or reconstruction of any work or materials damaged or destroyed by any such causes; nor for damages from injury to person, or for the death of anyone: nor under or by virtue of any statutory provision for damages or compensation for injury to or for the death of any employee; nor for the non-performance of any guaranties of the efficiency or wearing qualities of any work done or materials furnished or the maintenance thereof or repairs thereto; nor for the furnishing of any bond or obligation other than this instrument; nor for damages caused by delay in finishing such contract in excess of ten per centum of the penalty of this instrument.

FOURTH: That the Obligee shall faithfully perform all the terms, covenants and conditions of such contract on the part of the Obligee to be performed; and shall also retain that proportion, if any, which such contract specifies the Obligee shall or may retain of the value of all work performed or materials furnished in the prosecution of such contract (not less, however, in any event, than ten per centum of such value), until the complete performance by the Principal of all the terms, coverants and conditions of said contract on the Principal's part to

42 2 12 poirout to Jard be performed; that the plans and specifications mentioned in said contract are not in any respect defective, and a and at all times will be kept adequate for the complete performance of such contract, and that no change shall be made in such plans and specifications which shall increase the amount to be paid the Principal more than ten (1) per century of the penalty of this, instrument, without the written consent of the Surety, of this instrument, without the written consent of the Surety, of this, instrument, without the written consent of the Surety, of this, instrument, without the written consent of the Surety, of the su

FIFTH: That no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any. one other than the Obligee herein named; and that the obligation of the Surety is, and shall be construed strictly as, one of suretyship only, shall be executed by the Principal before delivery, and shall not, nor shall any in-terest therein or right of action thereon, be assigned without the prior consent, in writing, of the Surety.

ODIO MOTSINAN SIXTH: If at any time during the performance of the contract the Obligee receives notice of any unpaid claim for labor or material furnished the Principal on the contract, the Obligee shall within ten (10) days notify the Surety, and if directed by the Surety shall withhold payment from the Principal of moneys due or to become due until such claim has been satisfied. CINERT BOND TO MRCT CHACK 17

LHOW ALL MEN BY THESE TRESENTS, That we entrop & Bootia Construction Co.

Klandh Calle, Ormon

rion By

(bereinsfor relied the Principal), as principal and THE CHIO CASUALTY INSURANCE

Petrood Thestres, Incorporated

san Erancisco, California

Witness: BAKER & BORTIS CONSTRUCTION CO.

esses), for the payment whereof said Alassand By ... 1.2.1.2.0

beteb institute a variable of the sold ladican T all 24 In It Principal

SEA MINITOS Sin,

With Dillo

11.2

2:11C

....

"THE OFIC CASUALTY INSURANCE COMPANY, Comptein, 121 Lean Cin

Attorney in Fact.

A statute out the dealers for the terms

When recorded Mail

(53 201

0

200 C. 10 10 C. 10

of which is bereto anneared. ACV THERE MALL The condition of this obligation is such that if the Principal analysis and and the failure at some way to a second directly around by reason of the failure of the

then this obligation shall be void; otherwise to re-

STATE OF OREGON; COUNTY OF KLAMATH; SS.

ad linds double to down to some filed, for record of request of ______ Transamerica Tit 310 at days Transamerica Title Co.

his _____ day of ______ April1" VISYOUT A. D. 19.79 at 3:58 clock P.M., and ati is visio sull of beliers bits brazybla

an is visible with of believe large bracerbile visiting Vol. 1997 Visit of all Mortgages in the Page 7560 on Page 7560 visiting a start visit of the second visiting of the second visi vierbe edr douber ant sant a musi as aviaent care doube le la secto dia a conte D. MILNE, County Clerk adt la sectore ad aft of show aven llade nodelinio to tas an douber date a sector (date of the D. MILNE, County Clerk

li ban iponiene bies is conservation air anteresar et bariadine and Brolline rabnosteds truiterado seast of dividable to mostor to Fee \$6.000 wat to to the true box structure in the str Sets c ade di bin cemes sif stalquiva on fildes verins destano bilt ambres id influe all's elait on avad llats veriti od annal adi 196. . a'davez bes avle spacerd gene avb starres lla Trestare dia stalifenzare elde et state en state gniad if logispiel silf ad logispiel talanets fo lasmiguese one la estlicansi visted ads as hiere d these sact of him a Apagines yas awa wan buusu aksi llade sharyitay in 140 yan bine si cirrad sile la data ami isati lywaa a saa ah Bersolah sauthoto woorceov liv faataas et fateler to setel fange regiske antil sui-tueendet, seterede arte ou bles barnebber vieb investigation finds en bler ac at charlest vit at bahren stranger and remege instruct blas ar babavorg stallstat, "afbrättgistat sår innage meda ven dogt fredlert af flede over

would add represe with the on distance of the the second method in any event of the long method must be instructed within the second must be instructed within the second second method in any event with the twelve method for the date the date and in any event within the second seco and and the state of the thread of the state an trian and the and an arrival the second second second

CONTRACT Historia Marsh 1:005 to state 1.0 ថាមមានន ថ្មីជួលនេះ > ៖ ឃុំជារិង សំមា e contraction of a state of the Sections 1 Sec. 1 1 Strastan Ö

ebe une erferne er er er ver vert Biereter er in Bonnerneren in eret Biereter ist merungen, ore for denzen Biereter ist merung ut this tressenterit.

Effe

FORM stores Ž and the disc tana assessment a dram Perti He i 1999 🖛 energia yan li animening tadi 🖁 1959 edde 9 ness and in bening it entrates a bang den dan dan amon out linu . (sular lous lo enumas 2 Ping "lagiacit" sit no matther bis to and the

| | 39.000 | |
|--|---------------------------------------|---|
| MIN | | |
| | | |
| | en linis | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | カイビ | ан (.)., . |
| | A 44 11 | 같이 나는 옷 좀 좋다. |
| 1. 120 | | |
| | | |
| | نستشف ذرر | 2.11 |
| | | |
| | 6 | |
| 7 | | |
| a second second | - Part 1 | ■13 - 4 (to) |
| | · • | |
| ALC: NOT THE OWNER OF THE | 7 | 1.1.1 |
| GOMP | 1.00 | En en San a |
| 1 m F - 1 | | N 19 J 1 |
| A CONTRACT OF A | | |
| | | 1 1 1 1 |
| | | ちょう うん |
| | | ■21.5 |
| | | |
| | | |
| | N, OHIO) | Second |
| 1 | | a service servi |
| | | |
| and the second s | · | 1.5 4 |
| · · · · · · · · · · · · · · · · · · · | C | Sec. 5 |
| . | | |
| | | N |
| B | | 1 V 1 V 1 |
| WW | · · · · · · · · · · · · · · · · · · · | じまく えんし |
| Contraction of the | | |
| | | 1 A A A A A A A A A A A A A A A A A A A |
| | - | |
| | | 1 |
| | | |
| | | 1. M. L. |
| 1.1.1.1.1.1.1.1.1 | 1 | 1997 B. 198 H. 1 |
| and the second s | | ng na sina ang |
| - 1 (1997) | | - 20 C - 2 |
| 2 - 2 | *** | |
| · • • • • • • • • • • • • • • • • • • • | · . • • • • • | れる ひのじ |
| A DESCRIPTION OF THE OWNER OF THE | 1 | 5 Y (20) |
| | | 1990 B. 1990 B. |
| | P tester | 0 / V S & L |
| | | |
| | | |

uni kanapat

dalente e descent -

dila N at 19 19 1

VACO SA HA which states include the production of the con-