

72900

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## INDEMNITY AGREEMENT

WHEREAS, WILSHIRE INSURANCE COMPANY, a ~~California~~ corporation, (hereinafter called the SURETY) at the request of the undersigned, and upon the surety hereof, has or is about to become SURETY on an appearance bond for LARRY C. REED in the sum of 305 Dollars by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid LARRY C. REED forthcoming before the above court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said court.
2. That the undersigned will at all times indemnify and save the said SURETY harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said bond or undertaking, will, upon demand, place the said SURETY in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same.
3. The condition of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatever to the Company upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal, given as security or which the undersigned may subsequently acquire or of any interest therein, and it is further agreed that the Company shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein.
4. That the voucher or other evidence of any payment made by the said SURETY, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the propriety thereof and as to the extent of the liability thereof to the said SURETY.
5. That the said SURETY may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, upon giving the principal named in said bond notice to that effect.
6. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at any time thereafter occur.
7. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
8. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

IN WITNESS WHEREOF, the undersigned have duly executed these presents this 18 day of JUN 1978 Signed and Sealed in the presence of:

**You are assuming specific obligations—READ CAREFULLY!**

(Name—Indemnitor)	(SEAL)	<u>X Beryl J. Moody</u>	(SEAL)
Address		Address <u>815 DUISIGN</u>	
		<u>4038</u>	
(Name—Indemnitor)	(SEAL)		(SEAL)
Address		Address	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and thereupon acknowledged to me that \_\_\_\_\_ executed the same.

Notary Public

My Commission Expires \_\_\_\_\_

Power of Attorney

**KNOW ALL MEN BY THESE PRESENTS**

THAT I, \_\_\_\_\_ and by these presents do make, constitute and appoint \_\_\_\_\_ my true and lawful attorney for me and in my name, place and stead to act for me in the \_\_\_\_\_ Court of \_\_\_\_\_ County, in connection with the charge of \_\_\_\_\_

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of August A.D., 19 79 at 2:47 o'clock P M., and duly recorded in Vol M79 of Mortgages on Page 20233.

FEE \$3.50

WM. D. MILNE, County Clerk  
By Bernard A. Heloch Deputy

Notary Public

My Commission Expires \_\_\_\_\_

RETURN TO  
F. HOWARD BREAZELLE  
6530 REEDER RD.  
KLAMATH FALLS