

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT entered into this 14th day of November, 1979, by and between LLOYD MORRIS, a single man, hereinafter called First Party, and TRUMAN O. BATES and BETTY BATES, husband and wife, hereinafter called Second Party.

WHEREAS, First Party contemplates buying from Second Party certain real property located and known as 1973, 1975, and 1977 Siskiyou Street, Klamath Falls, Oregon, sometime in 1980, but desires to immediately construct an apartment unit under 1977 Siskiyou Street of Klamath Falls, Oregon; and

WHEREAS, Second Party is willing that First Party constructs that apartment but wishes to be fully held harmless from any responsibility in connection therewith and First Party agrees that Second Party be so held harmless;

NOW, THEREFORE, it is mutually agreed by and between these parties that Second Party consents to First Party constructing an apartment under 1977 Siskiyou Street, Klamath Falls, Oregon, and First Party agrees that Second Party shall have no responsibility whatsoever in connection therewith and specifically does hereby release, hold harmless, and promise to indemnify Second Party of any and all claim, liability, loss, damages, actions, or causes of action and any expenses of whatever kind or nature that may be asserted against Second Party based on or stemming from the construction of said apartment under 1977 Siskiyou Street, Klamath Falls, Oregon.

It is further understood and agreed that if for any reason First Party should not purchase the above referred to real property, he releases any and all interest of whatsoever nature he might have to said apartment or part thereof that he may have constructed and agrees to pay all contractors, subcontractors, suppliers and others who may have provided material and labor in the erection of said apartment.

This agreement shall be binding upon the heirs, successors and assigns of both parties hereto.

In the event it becomes necessary to institute legal action

HOLD HARMLESS AND INDEMNITY AGREEMENT
Page -1-

79 NOV 15 AM 9 40

702
ck

to enforce this agreement, the prevailing party shall be entitled to recover attorney's fees including same incurred in any appellate proceeding along with the prevailing parties' court costs and disbursements.

Lloyd H. Morris
LLOYD MORRIS

Truman O. Bates
TRUMAN O. BATES

Betty Bates
BETTY BATES

STATE OF OREGON; COUNTY OF KLAMATH; ss.
filed for record at request of Betty Bates
his 15th day of November A. D. 1979 at 9:40 o'clock A. M., and
filed recorded in Vol. M-79, of Deeds on Page 26863

Wm. D. MILNE, County Clerk
By Jacqueline J. Mettler
Fee \$7.00