

1455
79769

ORIGINAL

Vol. 80 Page 1455

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of January, 1943,
between ROBERT R. CLOUTIER & CAROLYN J. CLOUTIER, as

Tenants by the Entirety, hereinafter
called Seller, and WILLIAM H. CLOUTIER, as
Buyer, hereinafter called Buyer.

WITNESSETH, that the Seller, in consideration of the payments to be made by the
Buyer and the conditions and covenants to be kept and performed by him, as herein-
after set forth, agrees to sell and the Buyer agrees to buy, the real property, situated
in Klamath County, State of Oregon, described as follows, to wit:

The 4/10 NE 1/4 of section 13, Township 35 south, Range
12 east, Willamette Meridian, consisting of 10 Acres,
more or less.

SUBJECT TO: a) Covenants, conditions and restrictions of record.

b) An easement of 30 feet over all boundaries for roads, public and private,
for the sum of EIGHT THOUSAND Dollars,
in lawful money of the United States of America and the Buyer, in consideration of the
premises, promises and agrees to pay the Seller the aforesaid sum of money, for all
of said real property, as follows, to wit:

One Hundred Dollars
upon the execution and delivery hereof, the receipt whereof is hereby acknowledged,
and the balance of

Five Thousand Dollars
in installments, including interest on all unpaid principal from date hereof until date
of payment at the rate of eight (8) per centum per annum. The first installment of
One Thousand Dollars or more, to be paid on the 1st day of January
1940, and a like amount, or more shall be paid on the same day of each month there-
after until the balance of principal and interest has been paid in full. The amount of
the final payment, however, shall be the total of the principal and interest then due.
All payments to be made by the Buyer and shall be paid with lawful money of the
United States of America.

IN ADDITION IT IS AGREED AS FOLLOWS, TO WIT:

(a) Possession shall be delivered to the Buyer upon the execution and delivery
of this agreement, unless otherwise provided herein.

(b) The Buyer shall pay all taxes and assessments from date hereof and
assessed and levied against said property hereafter, unless otherwise specified herein.

(c) The Seller on receiving payment of all amounts of money mentioned herein
shall execute a warranty deed for said property in favor of said Buyer and shall deliver
said deed to said Buyer. As of the date of delivery of deed the Seller shall supply the
Buyer with a Policy of Title Insurance or Certificate of Title, to be issued by a reliable
title company, which shall show the title to said property to be merchantable and free
from taxes, assessments, liens and encumbrances, except such thereof as are set
forth herein and such thereof as may be suffered or created hereafter by the Buyer.
The Buyer shall pay for said evidence of title unless otherwise set forth herein.

(d) Should the Buyer fail to make said payments or any thereof when due or
fail to comply with the conditions, covenants and agreements set forth herein, the
amounts paid hereon may be retained by the Seller as the consideration for making this
agreement and thereupon the Seller shall be released from all obligation in law or equity

to convey said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.

(e) Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.

(f) The Seller reserves the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of this agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said note shall be secured by a Deed of Trust on said property and said Buyer shall likewise execute and deliver said Deed of Trust concurrently with the delivery of said note.

(g) The waiver by the Seller of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, successors, and assigns of each of the parties hereto. Time is the essence of this agreement.

(h) All words used in this agreement, including the words Buyer and Seller, shall be construed to include the plural as well as the singular number and words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

State of Hawaii

County of Honolulu

SS

SELLER:

Personally appeared the above named Woodrow N. Waltjen and Natalie K. Waltjen, and acknowledged the foregoing instrument to be their voluntary act and deed.

By

Robert R. Clutter

By

Carole J. Clutter

WITNESSED BY

John Paris

Before me:

BUYER(s):

DATE

November 9, 1977

Walter C. Clutter
Notary Public, First Judicial
Circuit, State of Hawaii

Woodrow N. Waltjen

Natalie K. Waltjen

My commission expires May 30, 1981.

Grantor's Name and Address:

Land Heritage Corporation
Suite 938, Pacific Trade Center
Honolulu, HI 96813

Grantees Name and Address:

Woodrow N. and Natalie K. Waltjen
500 Haihai Street
Hilo, HI 96720

After recording return to:

Land Heritage Corporation
Suite 938, Pacific Trade Center
Honolulu, HI 96813

Until a change is requested, all
tax statements shall be sent to
the following address:

Land Heritage Corporation
Suite 938, Pacific Trade Center
Honolulu, HI 96813

is 24th day of January

A. D. 19 80

at 9:49

o'clock

M., in

July, recorded in Vol. M80

of Deeds

Page 1455

W. D. MILNE, County Clerk

Barbara D. Hetch

Original is a very poor copy