

of  
SALE

THIS AGREEMENT, made and entered into this 7 day of Jan, 1980,  
between Sidney A. Newbold + Pamela A. Newbold  
husband + wife as tenants by entirety, hereinafter  
called Seller, and Donna Tung Ceng, single woman  
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 S SE SE NE  
3 4 4 4 of section 13, Township 35 south, Range 12 east, Willamete Meridan, consisting of 5 Acres, more or less.

SUBJECT TO: <sup>a)</sup> Covenants, conditions and restrictions of record.

b) An easement of 30 feet over all boundaries for roads, public and private. for the sum of forty five hundred 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:

three hundred fifty Dollars upon the execution and delivery hereof, the receipt whereof is hereby acknowledged, and the balance of

forty one hundred fifty 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

\$50.36 Dollars or more, to be paid Feb 22, 1980, and a like amount, or more shall be paid on the same day of each month thereafter 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 <sup>warranty</sup> 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

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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.

Grantor's Name and Address:

SELLER:

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

By

Sally A. Newbold

Grantees Name and Address:

By

Pamela A. Newbold

Donna M. Ting Cang  
909 Ala Nanala Street, #1901  
Honolulu, HI 96818

BUYER(s):

WITNESSED BY:

DATE

James J. Schreier  
Jan 7, 1980  
Donna M. Ting Cang

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

STATE OF HAWAII,  
COUNTY OF Honolulu

SS.

On January 16, 1980 before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared J. Schreier  
known to me to be the person whose name is subscribed to the  
within instrument as a witness thereto, who being by me duly  
sworn, deposed and said: That she resides at  
PO Box 335, Haleiwa, HI; that  
she was present and saw Donna M. Ting Cang

personally known to her to be the person described  
in, and whose name is subscribed to the within and annexed  
instrument, execute the same; and that affiant subscribed her  
name thereto as a witness to said execution.

Signature

Virginia C. Kubner

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of  
February A.D., 19 80 at 2:22 o'clock P M., and duly recorded in Vol. MS0  
of Deeds on Page 2268.

FEE \$7.00

WM. D. MILNE, County Clerk

By Bernetha Schelsch Deputy

FOR NOTARY SEAL OR STAMP

