See OILINEY A MEMOA	MENT, made and executed in duplicate this <u>1st</u> day of <u>November</u> , <u>D'and PAMELA,A., NEWBOLD</u>	19 79
Suite (938) Honor	of Pacific Trade of	
	ulu; (Oahu; Hawaii 96813ni bno disense chereinafter designated as "BUYER,"	
en al constant <b>Thurstell</b> Meridian	1. 「私意志愛は世俗語語を経済になるのが、「「「「「「「「「「「「「「「「」」」」」」、「「」」、「」」、「」、「」、「	्राय संसर्वत
State of Oregon	r, in consideration of the covenants and agreements hereinafter contained, to be i condition precedent by the Buyer, agrees to sell and convey unto the said Buyer, s to buy, that certain real property in the County of Klamath	ihe and
SI210f SE420f SE4	condition precedent by the Buyer, our es to sell and convey unto the said Buyer, our es to sell and convey unto the said Buyer, our estimate to sell and the said Buyer, our estim	
		14.9 (* 1
to yow to endpin	to bro Total Down Payment	
C alfixed by the	Amount Financed Strates 11/5.00	
nd year first above		
· · · · · · · · · · · · · · · · · · ·		hib.
of way of record affect	All of taxes carafter November 1, 1979 due and also subject to all conditions, restrictions, reservations, easements and/o PRICE for which the Seller garges to call a but	9, <sup>1</sup>
the sum of	PRICE for which the Seller agrees to sell and the Buyer agrees to buy said property enteen Hundred Eifty & No/100	r righ
awtul money of the Ur	PRICE for which the Seller agrees to sell and the Buyer agrees to buy said property enteen Hundred Fifty & No/100=	is
	proce or proces as Seller may hereinafter from time to time decision of the de	.), 
	CIBBE LEGARET, UNCO, UTUTORDI	
One Hundred	Seventy Elizabeth	
Nove	Source Five GANO/10Dollars (\$ 175.00 action 1)	
he date of Nine & one	genner with) inferest on all deferred and interval and ist day of Nov ea y	s T.
continuing	half(%) percent per annum payable Wice November 1 19 79	r at
The Seller hereby i	half( <u>912</u> %) percent per annum payable <u>Twice each year</u> until the total purchase price is paid.	r at
The Seller hereby r hrough the said land for ines with cross arms for t	half (91/2 %) percent per annum payable <u>Twice each year</u> (1979, 1	r of —
The Seller hereby in hrough the said land for ines with cross arms for t pairing, operating and lectric or telephone	nalf( <u>912</u> %) percent per annum payable <u>Twice each year</u> , <u>19 79</u> , <u>10 1912</u> %) percent per annum payable <u>Twice each year</u> , <u>19 79</u> , <u>19 79</u> , <u>19 10</u> until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole renewing; any pipe line or lines; and for telephone lines; and/or for lines.	r of —
The Seller hereby in The Seller hereby in through the said land for ines with cross arms for t pairing, operating and lectric or telephone wire Buyer agrees that a	scription with) interest on all deferred payments from <u>November 1</u> , 19, 79, 10, 11 (1942), where the sole right of way, with right of entry upon, over, under, along, across, and the purpose of erecting, constructing, operating, repairing and maintaining pole renewing, any pipe line or lines for water, gas or sewage, and any conduits for y buildings or improvements for the sole right to convey the rights hereby reserved.	r
The Seller hereby in prough the said land for ines with cross arms for t pairing, operating and ectric or telephone wire Buyer agrees that a ected on same, shall be	script with) interest on all deferred payments from <u>November 1</u> , 19, 79, 1 <u>half(94</u> %) percent per annum payable <u>Twice each year</u> , 19, 79, 10 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting, constructing, operating, repairing and maintaining pole renewing, any pipe line or lines for water, gas or sewage, and any conduits for its, and reserving to the Seller the sole right to convey the rights hereby reserved. the purpose of the real and the sole right to convey the rights hereby reserved.	T.
The Seller hereby in prough the said land for ines with cross arms for t pairing, operating and ectric or telephone wire Buyer agrees that a ected on same, shall be use to be removed, any terials are to be used in	script with) interest on all deferred payments from <u>November 1</u> , 19, 79, 10, 11, 10, 10, 10, 10, 10, 10, 10, 10	T.
The Seller hereby in The Seller hereby in prough the said land for ines with cross arms for the pairing, operating and lectric or telephone wire Buyer agrees that an ected on same, shall be use to be removed, any terials are to be used in gr at any time shall be call be maintained or pen	script with) interest on all deferred payments from <u>November 1</u> , 19, 79, 1 <u>half(912</u> %) percent per annum payable <u>Twice each year</u> , 19, 79, 10 runtil the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting, constructing, operating, repairing and maintaining pole renewing, any pipe line or lines for water, gas or sewage, and any conduits for ity buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said premises. No water closet, toilet or states nitted on said premises. No water closet, toilet or states nitted on said premises. No water closet, toilet or states nitted on said premises. No water closet, toilet or states nitted on said premises. No water closet, toilet or states nitted on said premises. No water closet, toilet or states not remove or the said premises.	T af
The Seller hereby in The Seller hereby in prough the said land for pairing, operating and lectric or telephone wire Buyer agrees that ai ected on same, shall be use to be removed, any terials are to be used in er at any time shall be call all be maintained or per shing so as to discharge posal system	script with) interest on all deferred payments from <u>November 1</u> , 19, 79, 1 <u>half(912</u> %) percent per annum payable <u>Twice each year</u> , 19, 79, 10 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting, constructing, operating, repairing and maintaining pole renewing, any pipe line or lines for water, gas or sewage, and any conduits for in provements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said premises. No water closet, toilet or substitute therefore the contents thereof unless so connected that some will be described to substitute therefore the contents thereof.	T af
The Seller hereby r prough the said land for prough the said land for pairing, operating and lectric or telephone wire Buyer ogrees that a ected on same, shall be use to be removed, any sterials are to be used in er at any time shall be or shing so as to discharge posal system. A breach defeat or render invalid d property or any portion	schedule with interest on all deferred payments from <u>November 1</u> , 19, 79, 1 <u>half(912</u> %) percent per annum payable <u>Twice each year</u> reserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating, repairing and maintaining pole the transmission of electrical energy, and for telephone lines, and/or for laying, renewing; any pipe line or lines for water; gas or sewage, and any conduits far and reserving to the Seller the sole right to convey the rights hereby reserved. Ty buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said property. No noxious or offensive factory or business mitted on said property unless so connected that some will be cleaned after of any of said conditions or restrictsion or re-entry by reason of such proper sewerage the lien of any mortgoge or deed of the sole reserves by reason of such breacher the contents thereof, into an underground <b>manages</b> , septic tank or proper sewerage of any of said conditions or restrictsion or re-entry by reason of such breacher the lien of any mortgoge or deed of transformed after the lien of any mortgoge or deed of the set of the sole of the set	r at
The Seller hereby in The Seller hereby in the said land for the sai	serves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole the purpose of erecting; constructing; operating; repairing and maintaining pole the transmission of electrical energy, and for telephone lines; and/or for laying; renewing; any pipe line or lines for water; gas or sewage, and any conduits for in buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said property. No noxious or offensive factory or business intited on said property unless so connected that same will be cleaned after the contents thereof, into an underground <b>security</b> by reason of such breach shall the contents thereof, into an underground <b>security</b> by reason of such breach shall the contents thereof, into an underground <b>security</b> by reason of such breach shall the contents thereof, into an underground <b>security</b> by reason of such breach shall the contents thereof, into an underground <b>security</b> by reason of such breach shall thereof.	r at
The Seller hereby in The Seller hereby in through the said land for the said land for	serves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole the purpose of erecting; constructing; operating; repairing and maintaining pole the transmission of electrical energy, and for telephone lines; and/or for laying; and reserving to the Seller the sole right to convey the rights hereby reserved. by buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said premises. No water claset, toilet or substitute therefore inter on said property. No naxious or offensive factory or business nitted on said property unless so connected that same will be cleaned after of any of said conditions or restrictsion or re-entry by reason of such breach shall the contents thereof, into an underground and that same will be cleaned after of any of said conditions or restrictsion or re-entry by reason of such breach shall thereof.	r at
The Seller hereby in The Seller hereby in the said land for the sai	serves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole reserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole renewing; any pipe line or lines for water; gas or sewage, and any conduits for in buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said premises. No water closet, toilet or substitute therefore the contents, thereof, into an underground, <b>mainte</b> , septic tank or proper sewerage of any of said conditions or restrictsion or re-entry by reason of such breach shall the lien of any mortgage or deed of trust made in good faith or for value as to lier to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereofter ereasted.	r at
The Seller hereby in The Seller hereby in prough the said land for pairing, operating and lectric or telephone wire Buyer agrees that ai ected on same, shall be use to be removed, any terials are to be used in er at any time shall be can all be maintained or perion shing so as to discharge posal system. A breach defeat or render invalid defeat or render invalid defeat or sources to keep during the life of this an Buyer agrees to pay b , after date of this cont	scrifer with) interest on all deferred payments from <u>November 1</u> , 19,79, 1 <u>half(912</u> %) percent per annum payable <u>Twice each year</u> , 19,79, 19 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting, constructing, operating, repairing and maintaining pole the transmission of electrical energy, and for telephone lines, and/or for laying, the renewing, any pipe line or lines for water, gas or sewage, and any conduits for renewing, any pipe line or lines for water, gas or sewage, and any conduits for the reserving to the Seller the sole right to convey the rights hereby reserved. Two buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new any construction upon said property. No naxious or offensive factory or business mitted on, on the said premises. No water closet, toilet or substitute therefore the contents thereof, into an underground <b>example</b> , septic tank or proper sewerage of any of said conditions or restrictsion or re-entry by reason of such breach shall thereof. Here to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereafter erected on said premises insured against loss by the buildings now or hereafter erected on said premises insured against loss by agreement for an amount agreeable to the Seller.	r at
The Seller hereby in The Seller hereby in the said land for the said land for Buyer agrees that an terials are to be used in the ration of the shall be can be removed, any the shall be removed, any the shall be used in the ration of the used in the shall be used in the shall be can the same shall b	scrifer with) interest on all deferred payments from <u>November 1</u> , 19, 79, 10 half( <u>91</u> , %) percent per annum payable <u>Twice each year</u> , 19, 79, 10 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole tenewing; any pipe line or lines for water; gas or sewage, and any conduits for renewing; any pipe line or lines for water; gas or sewage, and any conduits for the reserving to the Seller the sole right to convey the rights hereby reserved. by buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new corried on, on the said premises. No water closet, toilet or substitute therefore the contents thereof, into an underground <b>maintain</b> , septic tank or proper sewerage if the information or restriction or resently by reason of such breach shall the teneof. It is contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereafter erected on said premises insured against loss by erement for an amount agreeable to the Seller:	r at
The Seller hereby in The Seller hereby in the said land for the said land for Buyer agrees that ai the shall be the shall be used in the same to be used in the shall be used in the same to be used in the	scheduler with) interest on all deferred payments from <u>November 1</u> , 19, 79, 10 half <u>91</u> , %) percent per annum payable <u>Twice each year</u> , 19, 79, 60 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and maintaining pole renewing; any pipe line or lines for water; gas or sewage, and any conduits for any construction upon said property, and Buyer agrees that he will not remove or improvements on said land, without the written consent of the Seller. Only new corried on, on the said property. No noxious or offensive factory or business mitted on said property unless. No water closet, toilet or substitute therefore of any of said conditions or restriction or re-entry by reason of such breach shall it thereof. It to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereafter erected on said properts effect on suit made in good faith or for value as to the to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereafter erected on said promises insured against loss by effort delings now or hereafter erected on said promises insured against loss by affer delinquency all State, County and/or municipal assessments, such as taxes, estrictions above set forth, are hereby declared to be both counter.	r at
The Seller hereby r The Seller hereby r prough the said land for the said land for Buyer ogrees that a the shall be the shall be used in the shall be removed, any the shall be removed, any the shall be used in the shall be used in the shall be constructed the maintained or perform the shall be constructed the maintained or perform the shall be shall be constructed the maintained or perform the shall be shall be constructed the same shall c	schere with) interest on all deferred payments from <u>November 1</u> , 1979, is half <u>91</u> , 9% percent per annum payoble <u>Twice each year</u> , <u>1979</u> ,	r at
The Seller hereby r Trough the said land for trough the said land tertials or telephone wire tertials are to be used in tertials are to be used in the rate of the said Buyer agrees to keep during the life of this ont The reservations and r shall remain in force an essors in interest and as of the foregoing condition	schere with) interest on all deferred payments from <u>November 1</u> , 1979, is half <u>91</u> , 9% percent per annum payoble <u>Twice each year</u> , <u>1979</u> ,	r at
The Seller hereby in hrough the said land for ines with cross arms for t epairing, operating and lectric or telephone wire Buyer agrees that a rected on same, shall be ause to be removed, any aterials are to be used in er at any time shall be of all be maintained or period shing so as to discharge posal system. A breach t defeat or render invalid d property or any portion in case of suit by Sel Buyer agrees to keep during the life of this on Buyer agrees to pay b , after date of this cont The reservations and r shall remain in force an essors in interest and as of the foregoing condition	scher with) interest on all deferred payments from <u>November 1</u> , 1979, 1 half( <u>942</u> %) percent per annum payable <u>Twice each year</u> , 1979, 1 i until the total purchase price is paid. eserves a right of way, with right of entry upon, over, under, along, across, and the purpose of erecting; constructing; operating; repairing and mointaining pole entry of erecting; constructing; operating; repairing and any conduits for renewing; any pipe line or lines for water; gas or sewage, and any conduits for enewing; any pipe line or lines for water; gas or sewage, and any conduits for enewing; any pipe line or lines for water; gas or sewage, and any conduits for enewing; and reserving to the Seller the sole right to convey the rights hereby reserved. by buildings or improvements now on the above described land, or hereafter improvements on said land, without the written consent of the Seller. Only new construction upon said property. No noxious or offensive factory or business and of said conditions or restrictsion or re-entry by reason of such breach shall of any of said conditions or restrictsion or re-entry by reason of such breach shall in thereof. Her to enforce this contract Buyer agrees to pay reasonable attorney fees of Seller the buildings now or hereafter excised on suid premises insured against loss by effore delinquency all State, County and/or municipal assessments, such as taxes, estrictions above set forth are hereby declared to be both covenants and condition gas, and shall be and are covenants running with the land. Upon a breach of immediate re-entry upon said premises insured ogainst loss by assistive and shall be and are covenants running with the land. Upon a breach of immediate re-entry upon said premises.	r at

 2803 80598 A GREENEROR THE PURCHASE AND SALE OF REAL ESTATE

2804

2.4

Tonicovo as second in deplete him . 121 and she but so was a second of the second s The Buyer agrees not to transfer or assign this contract or any interest herein without the written consent of the Seller first having been secured to such proposed assignment. In case of default by Buyer, the latter agrees to pay Seller's usual reinstatement fee and collection charges.

THAT TIME is of the essence of this agreement, and in event of failure by Buyer to comply with its terms, Seller shall be released from all obligations in law or equity to convey said property, and Buyer shall forfeit all rights thereto, and to moneys therefore paid under this agreement, and Buyer's interest in or to said moneys or said property shall thereupon immediately cease as fully as if said money had never been paid or this agreement entered into, and in the event Buyer should then be in possession of said property. Seller shall thereupon be entitled to immediate possession thereof and shall have as full power to dispose of said property as if this agreement had never been made. Seller, on conveying said property, free of incumbrance, except as otherwise herein provided, but subject to the following:

- (1), Any lien or incumbrance, payment or discharge of which is; under the terms of this agreement,
- (2) Any incumbrance or lien created or suffered by Buyer. Color Laters

6-8-101

(3) Covenants, conditions, restrictions, reservations, easements, rights and/or rights of way of record, affecting said property

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto affixed by its duly authorized Agent, and the Buyer has executed the same, in duplicate, the day and year first above written

BUYER SELLER I full tole sales and say that says I to 1TA Celainten and the standard the 1.00 2.0 Variacia bia: Ward Anther will sell a lise of series sollar out its in 1 UVI VOL B VIE AddressioPacificITrade Center; Suite 938at sagar B and interneties ware time or time natignets and to the Honolulu, Oahu, Hawaii 96813

Telephone

Det:

STE OF CO

Contraction and the

65.61

and a second as Make all checks payable to: ) Westernt Banks ovid stranged borbrad

STATE OF DESCON COLORADICAL POLICE STATE OF DESCRIPTION TO ACKNOWL she wife or husband must also signs. It saving issant must be in duplicant. EDGMEN O., PORTLAND, OPP County of Chaffee

ASSIGNMENT RE IT REMEMBERED, That on this before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Sidney A. Newbold, Pamela A. Newbold and Betty L. Gratcl

Known to me to be the identical individual. S described in and who executed the within instrument and acknowledged to me that. They executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal the day and year last above written.

, County Clerk

10600

ASSISTANCES

WM. D. MILNE

By

ACCEPTENT Notary Public for DECON Colorado The understance dialogned method and the Automation My Commission expires. December: 13, 1982 decentie and up to a perform the some subject to all the target, coverants and card

nalled to seat variation alconomiatived of assign toyon tomying tidt association

STATE OF OREGON; COUNTY OF KLAMATH; ss. ound to was server to

I hereby certify that the within instrument was received and filed for record on the 12th day of <u>February</u> A.D., 19<u>80 at 2:39</u>o'clock P.M., and duly recorded in Vol M80

of Deeds on Page 2803

\$7.00 FEF to spons the

existence of any prior assignment, Iten, encumprance or other By Derie 501 Deputy not endorsed thereon.