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DISSOLUTION OF FLYWAY RANCH PARTNERSHIP

THIS AGREEMENT entered into on the <u>JAH</u> day of March, 1977, by and between HAROLD D. HANSEN, of Merrill, Klamath County, Oregon, THEODORE B. FIELD, of Merrill, Klamath County, Oregon, and LARRY J. VERCELLOTTI, of Merrill, Klamath County, Oregon.

The parties to this Agreement are members of a partnership known as Flyway Ranch, which partnership owns real and personal property located in the State of Oregon, and leases real property and owns personal property located in the State of California, which property is used for the purposes of farming and ranching.

THEODORE B. FIELD, hereinafter known as the SELLER, wishes to terminate his interest in the partnership, and HAROLD D. HANSEN and LARRY J. VERCELLOTTI, hereinafter known as the BUYERS, wish to purchase SELLER's interest in the partnership and continue said partnership under the name Flyway Ranch themselves.

In consideration of the mutual covenants contained herein, the parties agree to dissolve their partnership under the following terms as of March 26, 1977.

The SELLER shall take as his personal property eleven (11) head of horses, which stock shall be mutually agreed upon by the parties, and those items of personal property listed on Schedule A, which schedule is attached hereto and incorporated by reference. As further consideration for SELLER's relinquishment of his partnership interest BUYERS agree to pay to SELLER for the sum of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars upon execution of this document, receipt of which is hereby acknowledged. BUYERS further agree to pay to SELLER the sum of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars on or before September 27, 1977, plus interest from March 26, 1977, at the rate of eight percent (8%) per annum. SELLER <u>MEMBILLOWERNATIONER</u>

. . shall be given a second mortgage upon the ranch property owned by BUYERS to procure this obligation.

Flyway Ranch presently is LESSEE of parcels of real property located in Siskiyou County, California. SELLER expressly relinquishes any and all right, title, or interest to these leases, and BUYERS expressly agree to forever indemnify SELLER and hold him harmless from any liability arising from them.

As consideration for the payments made above, SELLER hereby agrees to relinquish to BUYERS all the physical assets of the partnership business, all accounts receiveable, all right to the name Flyway Ranch, and all rights to goodwill of the partnership. He agrees to execute all deeds, documents of title, certificates for change of assumed business name, and any and all other documents which may be required to effect this objective.

BUYERS hereby expressly agree to assume all liabilities, debts and obligations of the partnership existing as of the date of this agreement and to forever indemnify the SELLER for said debts, obligations and liabilities and forever hold him harmless therefrom.

This agreement contains all the terms and conditions of dissolution as agreed upon between the parties, and no representations, terms and conditions shall be considered which are not herein set forth.

WHEREIN, the parties have set their hands at Merrill, Oregon, on the day and month above written.

Theodore B. Field

STATE OF OREGON) SS. County of Klamath)

on this 26^{H} day of March, 1977, before me, personally appeared the above-named THEODORE B. FIELD and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for My Commission Expires

Harold D. Hat ≤en

STATE OF OREGON) County of Klamath)

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On this day of March, 1977, before me, personally appeared the above-named HAROLD D. HANSEN and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon My Commission Expires: 54

Larry J. Vercellotti

ss.

STATE OF OREGON)) County of Klamath)

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On this 29^{4} day of March, 1977, before me, personally appeared the above-named LARRY J. VERCELLOTTI and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon My Commission Expires: 5/2/80

DISSOLUTION OF FLYWAY RANCH PARTNERSHIP -3DONALD M. RATLIFF ATTORNEY AT LAW MERRILL, OREGON

SCHEDULE A

Three (3) Saddles with the approximate value of \$450.00. Two (2) Clippers with the approximate value of \$100.00. Bridles and Halters with the approximate value of \$75.00. Miscellaneous Medicine.

Brushes and Curry Combs.

Bandages etc. with the approximate value of \$50.00.
Blankets with the approximate value of \$20.00.
Horse Trailer with the approxiante value of \$2,100.00.
One (1) Case Tractor, 580 CK Backhoe with the approximate value of \$10,000.00.

RECORD AT REQUEST OF & RETURN TO: Mike Ratliff Attorney at Law 228 North 7th Klamath Falls, Oregon 97601

> FATE OF OREGON; COUNTY OF KLAMATH; 53. W.J for record at request of <u>Parks & Ratliff</u> as <u>10th</u> day of <u>Bune</u> <u>A. D. 1980</u> at <u>4:35</u> clock ^PM., and ally recorded in Vol. <u>M80</u>, of <u>Partnerships</u> on Page 10666 W. D. MILNE, County Clark **By** Nerrotha Mathematica

Fee \$14.00

DONALD M. RATLIFF ATTORNEY AT LAW MERRILL, OREGON