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AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 26 day of October, 1990, between RAINBOW HAWAIL REALTY, INC., with principle office at Pacific Tower, Suite 938, 1001 Bishop Street, Honolulu, Hawaii 96813, hereinafter called Seller, and MARY Michelle Gibson (a Single Woman as sole tenant as her sole and separat hereinafter called Buyer. गवर्ष्यसं क्रि

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 hereinafter set forth, agrees to sell and the Buyer agrees to buy, the real property:

Lot _____, Block _____, Latakomie Shores Subdivision in the County of Klamath, State of Oregon, as shown on the Map filed on September 06, 1967 in Volume 17, Page 1 of Maps in the office of the County Recorder of said County, said Conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easement rights and rights of way of record, and, specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded on September 12, 1968 in Volume M68 of Deeds on Pages 8257-8263 of Official Records and any subsequent amendments thereto as recorded in Official Records of said county, all of which are incorporated herein reference thereto with the same effect as though said Declarations were fully set forth herein.

SUBJECT TO: Covenants, conditions and restrictions of record.

for the sum of <u>SIX Teen</u> <u>Dollars</u> 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, Dollars,

Iwo Thousand Five Hundred _____ Dollar upon the execution and delivery hereof, the receipt whereof is hereby Dollars,

acknowledged, and the balance of <u>Thirteen Thous And Five Hundred</u> Dollars in installments, including interest on all unpaid principal from date in installments, including interest on all unpair principal from value hereof until date of payment at the rate of 10 () per cent per annum. The first installment of <u>ONE hundred sevents Eight Ho</u>Dollars or more, to be paid <u>TAPUARY</u> 15, 1991, and a Vike amount, or more shall be paid on the same day of each month thereafter until the been paid in full. The amount of Dollars, 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:

Possession shall be delivered to the Buyer upon the execution a. and delivery of this agreement, unless otherwise provided herein. The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless

and assessed and levied against said property methods, see 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 a shall deliver said Deed to said Buver. As o favor of said Buyer and shall deliver said Deed to said Buyer. As of 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, 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 new for suffered or created hereafter by the Buyer. The Buyer sh said evidence of title unless otherwise set forth herein. The Buyer shall pay for

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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.

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Should the Seller sue the Buyer to enforce this agreement or e. Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney's 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 concurrently with the delivery of said note.

The waiver by the Seller of any covenant, condition or g. 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.

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	SELLER: Dan Cutos BROKER
)ss.	Clast Clast Class
City and County of Honolulu)	Deserved and the second s
	President
The foregoing instrument was	
acknowledged before me this	M M Q1. V M
November 14 186 of 19:090, by 6288	Secretary
November 14 100 of 19:90, by Call of Robert Row Cloutier	가 가장 2000년 10월 20월 20월 20일 - 11월 20일 - 11
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Rainbow Hawadi, Realty, Inc. 1014	
Pacific Tower, Suite 938	County of Klamath
1001 Bishop Street	
Honolulu, HI 96813	
	Filed for record at request of:
Grantee's Name and Address:	Rainbow Realty, Inc.
Mary Michelle Gibson not boyad an	on this <u>28th</u> day of <u>Jan</u> . A.D., 19 <u>91</u>
P. O. Box 3366 prof. standard	on this <u>2011</u> day of <u>0</u> and duly recorded at <u>2:37</u> o'clock <u>-P</u> M. and duly recorded
· · · · · · · · · · · · · · · · · · ·	in Vol. <u>M91</u> of <u>Deeds</u> Page <u>1762</u> .
After recording, return to:	Evelyn Biehn County Clerk
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Until a change is requested, all	Fee, \$33.00
tax statements shall be sent to:	
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PacificoTower: Suite: 93803 alit	lo gamaliade della secondo circi, ciccito 563 voda linda della secondo circi, ciccito 200 voda linda della secondo del distribuirda es
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