Vol.mg Page

25870

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this <u>3rd</u> day of
December, 1900, between RAINBOW REALTY, INC., with principal office at Pacific Tower, Suite 938, 1001 Bishop Street,
Honolulu, HI 96813, hereinafter called Seller, and
horoinaftar
Shigeru Kuramata and Stephanie A. Kuramata, Husband and Wife as called Buyer.
called Buyer. tenants by the Entirety
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WITNESSED, 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 in PINE RIDGE ESTATES;
B Unit 1, Klamath County, State of Oregon, E1/2 of
Section 27, T 34S, R7EWM oncies sug has chast (possi & sectorarged on a sector suger and s
Zay scoremence shall be scor to: Cloneley and the start the start and
SUBJECT TO: Covenants, conditions and restriction of record
· 后
For the sum of Fifteen Thousand Dollars, in Jawful money of the United States of America and the Buyer, in consideration of the premises, promises, and agrees to pay the sure Seller the aforesaid sum of money, for all of said real property, and the sure of the premises of the sure
lawful money of the United States of America and the Buyer, in
consideration of the premises promises and agrees to bay the
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-339 as follows, to wit: Encourse bereously a known and the print of the data
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,一方你说她她她想她的话,一次你的 是那 边留在 那些这些想道 的说道:"你们,你们还是不能好得我,就是我们的好好,我们没有了,你们还是你了,你们不知道,你们不知道,
execution and delivery hereof, the receipt whereof is hereby acknowledged, and the balance of
underright and activery increased to the fitter for the state of the s
acknowledged, and the balance of of balance of balance in
installments, including interest on all unpaid principal from date
hereof until date of payment at the rate of <u>10</u> per cent per annum. The first of of
annum. The first of loss of of One Hundred thirty-two and 16/100 Dollars or more, to
Une Hundred thirty-two and 16/100 Dollars or more, to
be paid December 15 , 1990, 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
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.
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IN ADDITION, IT IS AGREED AS FOLLOWS, TO WIT:
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1. Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein. provided herein.

2. The Buyer shall pay all taxes and assessments from date hereof and assessed and levied ragainst said property hereafter, unless otherwise specified herein.

nereoi and assessed and levied against said property hereafter, unless otherwise specified herein. 3. 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 of 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 Buyer shall pay for said evidence of title unless otherwise set forth herein. 4. Should the Buyer fail to make said payment or any thereof when due of 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. 5. Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney's

or any of its terms, the Buyer shall pay a reasonable attorney's fee and all expenses in connection therewith.

5. Should the Seller sue the Equar to enforce this corrections, the Buyer shall pay a reasonable \mathbf{I}_{0}^{s} **5.510** . The end of the expenses in connection therewith.

Lifera of 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 onominee, a note for all amounts of money then unpaid and said not shall be secured by a Deed of Trust on said property and said shall be secured by a Deed of Trust on said property and said oncurrently with the delivery of said note. Concurrently with the delivery of said note. The waiver by the Seller of any covenants, condition or 7. The waiver by the Seller of any covenants, condition or agreement herein contained shall not vitiate the same or any other covenants, 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. 8. 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 merculine contained as the present and words used in rights of claims of tithe because of such possession.

as the singular number and world as the present and words used in 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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	f Hawaii)ss
Grantor's Name and Address: State o	d-County of Honolulu)
Rainbow Realty, Inc.	d Gounty of Honolulu,
Pacification	19 day of December, 1990
	day of R
Honolulu, HI 96813 HOLLAGE DELEVER DELEVER	me-personally appeared Robert R.
Cloutie	me-personally appealed there, to me er and Wan Ching Cloutier, to me
Grantees' Name And Address: Clouts	ar and Wan Ching Cloudler, but ally known, who being by me duly ally known, that they are the President
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After recording, recuind to 10002011 that t	rporate seal of the curper and sealed he instrument was signed and sealed alf of the corporation by authority of the corporation of R.
GRANTOR in beh	alt of the corporation and Robert R.
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the statements shall be sent to: Clouti	and of Directors, Clautier acknowledged
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