

Termination of Contract recorded as:
for document
RECORDING NUMBER: 2015-003-402

2020-007494
Klamath County, Oregon



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06/19/2020 10:52:20 AM

Fee: \$102.00

After Recording return to:
John S. Dunlap
714 Rector Dr.
Lapine, OR 97739

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") dated this 16th day of June, 2020

BETWEEN:

John S. Dunlap of 714 Rector Drive Lapine, Oregon 97739

- AND -

Daniel D. Vancil of Oregon

- AND -

Chloe L. Mills of Washington

(collectively the "Parties" and individually the "Party")

BACKGROUND

A. The Parties are presently bound by the following contract (the "Contract") dated the 16th day of December, 2014: Sale of Real Property located at 824 Rector Drive Lapine, Oregon 97739. Legal Description: Lot 2 in Block 3 of Riverpine Estates

B. The Parties wish to terminate the Contract and resolve any and all rights and obligations arising out of the Contract.

IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Termination

1. By this Agreement the Parties mutually terminate and cancel the Contract effective the 8th day of July, 2016.

Outstanding Obligations

2. The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the Contract as of the execution date of this Agreement.

Release

3. By this Agreement the Parties release each other from any and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to the Contract.

Confidentiality

4. The Parties acknowledge and agree that all parties to this Agreement will keep completely confidential the terms and conditions of this Agreement, the Contract and any financial, operational or confidential information of any kind not already public.

Governing Law

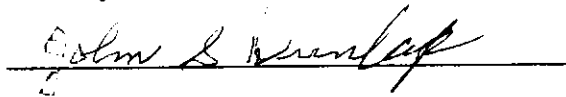
5. The Parties submit to the jurisdiction of the courts of the State of Oregon for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Oregon.

Miscellaneous Provisions

6. Time is of the essence in this Agreement.
7. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
8. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other Party.
9. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

10. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
11. This Agreement contains the entire agreement between the Parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Parties.
12. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Parties and their respective successors, assigns, executors, administrators, beneficiaries and representatives.
13. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.
14. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

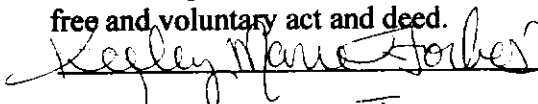
IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 16th day of June, 2020.



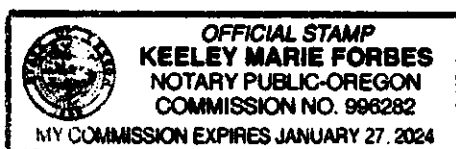
John S. Dunlap

STATE OF OREGON COUNTY OF DESCHUTES

In Deschutes County on the 16th day of June, 2020 before me, a Notary Public in and for the above state and county, personally appeared John Sylvester Dunlap known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

 NOTARY PUBLIC

My Commission Expires: January 27, 2024



Property Relinquish Form

I, Chloe Lynnea Mills relinquish all rights and interest in property located at: 824 Rector Dr La Pine OR 97739 to:

Daniel Dean Vancil ~~900. 222.2222~~, who can be reached at:

(360)241-2550 Current Residence: 3710 Russell Rd Centraila, WA 98531

Chloe Lynnea Mills on the 29th day of
June, 2016

(Signature of Relinquishing Owner)

State of Wa, County of Lewis

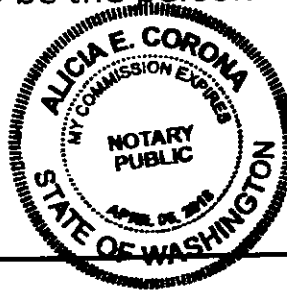
Subscribed and sworn to before me on this 29 day of
June, 2016

By, Chloe Lynnea Mills who proved
to me based on satisfactory evidence to be the person who appeared
before me.

(Seal)

Alicia E. Corona

(Notary Public Signature)



Rebecca's
copy

Property Relinquishment Form

If you are the rightful owner this property being held and you wish to relinquish your interest in the property to another individual or business, you must complete this form.
To obtain claim filing instructions for an owner, heir or business owner of unclaimed property,

I, **Daniel Dean Vancil**, relinquish all rights and interest in Property Located at:

824 Rector Drive, La Pine, Oregon 97739 to:

John S. Dunlap

~~824 Rector Drive~~, who can be reached at:

541-797-3358

(Telephone Number)

And whose residence or business address is 714 Rector Drive, La Pine, Oregon, 97739
(Residence Address, City, State, Zip or Business Address if releasing to Business)

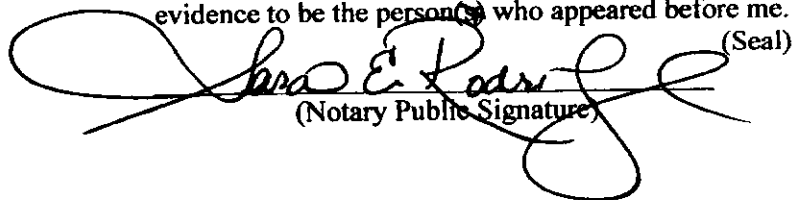
Daniel Vancil 7/8/16 (Date)
(Signature of Relinquishing Owner or Corporate Officer or Member)

Upon receipt of this finished document, Mr. Daniel Dean Vancil will be paid the sum of \$17000.00 which will be paid to him by Titan Construction/Joe Hanna

State of Oregon, County of Deschutes

Subscribed and sworn to (or affirmed) before me this 8th day of July, 2016

by Daniel D Vancil only, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


(Notary Public Signature) (Seal)



Rebecca's
COPY