

# OREGON ASSOCIATION OF REALTORS - OFFICIAL EARNEST MONEY CONTRACT 5531



1. Received of Richard E. Perry & James E. Perry Klamath Falls, Oregon, Vol. 151 Page 425, hereinafter called "Parties".

2. The sum of \$ 5,000.00 in the form of (check, cash, note) as earnest money and part payment for the purchase of the following described real estate

3. situated in the City of XXX County of Klamath and State of Oregon, to wit: Legal description

4. ion attached and made a part hereof on handy pad dated July 18, 1973.

5. which we have this day sold to the said purchaser, subject to the approval of the seller.

6. for the sum of one hundred seventy-five thousand Dollars \$ 175,000.00

7. on the following terms, to wit: The sum, hereinabove recited for, of \$ XXX

8. on 19 as additional earnest money, the sum of \$ XXX

9. on Owner's acceptance

10. Upon acceptance of title and delivery of deed or contract, the sum of \$ XXX 980

11. The balance of one hundred seventy-five thousand and no/100 Dollars \$ 175,000.00

12. payable as follows: see handy pad dated August 10, 1973 attached and made a part hereof

13. marked exhibit "B"

14. This transaction shall be closed as soon as possible and purchaser agrees to

15. make application immediately upon acceptance for said new loan.

16. The purchaser shall reimburse the seller for sums held in the reserve account on any indebtedness assumed in this transaction, in addition to the purchase price.

17. The seller shall furnish to the purchaser in due course a title insurance policy in the amount of the purchase price of the real estate from a title insurance company

18. showing good and marketable title. Prior to closing the transaction, the seller, upon request, will furnish to the purchaser a preliminary report made by a title insurance

19. company showing the condition of the title to said property. It is agreed that if the seller does not approve the above sale within the period allowed Realtor below in which

20. to secure seller's acceptance, or if the title to the said premises is not marketable, or cannot be made so within thirty days after notice containing a written statement of

21. defects is delivered to seller, or if the seller, having approved said sale fails to consummate the same, the earnest money herein recited for shall be refunded, but the

22. acceptance by the purchaser of the refund does not constitute a waiver of other remedies available to him.

23. But if the above sale is approved by the seller and the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the con-

24. ditions of this sale within ten days from the furnishing of a preliminary title report and to make payments promptly, as hereinabove set forth, the earnest money and

25. additional earnest money, herein recited for shall be forfeited to the undersigned Realtor to the extent of his agreed upon fee, and the residue, if any, shall be retained by the

26. seller as liquidated damages and this contract thereupon shall be of no further binding effect. The property is to be conveyed free and clear of all liens and encumbrances to date

27. except zoning ordinances, building and use restrictions, reservations in Federal patents, and those apparent upon the land and common

28. to the area.

29. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, linoleum, attached television antennas, curtain, towel

30. and drapery rods, shrubs and trees, and irrigation, plumbing and heating equipment, except fireplace equipment that is not attached in any manner to the structure, and all

31. fixtures except none.

32. are to be left upon the premises as part of the property purchased. The following personal property is also included as part of the property purchased for said purchase price:

33. see handy pad dated August 10, 1973 attached and made a part hereof marked

34. exhibit "B"

35. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of December 31, 1972 at 060519

36. Prorations for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage (specify date of

37. possession. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. R. E. H.

38. SELLER AND PURCHASER AGREE THAT SUBJECT SALE will be closed in escrow, the cost of which shall be shared equally between seller and purchaser. Possession of

39. the above described premises is to be delivered to the purchaser on or before November 1, 1974 or as soon thereafter as existing laws and

40. regulations will permit removal of tenants, if any. Time is of the essence of this contract. SPECIAL CONDITIONS: none.

41. Strout Real Estate - listing of

42. Realtor's Address: 314 S. 7th St. Klamath Falls, OR Any action By: Edward L. Mitchell Realtor

43. Realtor's Phone: 882-1664

44. AGREEMENT TO PURCHASE R.E.P. Date: August 13, 1973 4:00 P.M.

45. I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said Realtor a

46. period of 5 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be pre-

47. pared in the name of Richard E. Perry & James E. Perry registered Oregon partnership

48. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the Realtor

49. Address: P.O. Box 403 Sprague River, OR PURCHASER: Richard E. Perry

50. Phone: 533-3112 or 826-2680 PURCHASER: James E. Perry

51. AGREEMENT TO SELL Date: Aug 28, 1973 7:34 P.M.

52. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance

53. policy continued to date as aforesaid showing good and marketable title, also the said deed or contract.

54. Address: P.O. Box 1591 K Falls Ore SELLER: A. G. Lang by Audrey Henry

55. Phone: Gen Del Sprague River Ore SELLER: John in fact

56. DELIVERY TO PURCHASER Date: 9/24

57. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

58. PURCHASER: A. G. H.

59. SELLER'S CLOSING INSTRUCTIONS & FEE AGREEMENT Date: Aug 28, 1973 10:13 P.M.

60. I agree to pay forthwith to the above named Realtor a fee amounting to 6% of selling price for services rendered in this transaction.

61. I authorize said Realtor to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing

62. title insurance, and recording fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct Realtor to place in his Clients

63. Trust Account, or in a neutral escrow depository, the above described earnest money deposit until needed in the closing of the transaction. I acknowledge receipt of a copy

64. of this contract bearing my signature and that of the purchaser named above, and of Realtor.

65. Address: P.O. Box 1591 K Falls Ore SELLER: A. G. Lang by Audrey Henry

66. Phone: Gen Del Sprague River Ore SELLER: John in fact

REALTOR'S COPY

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

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MAY 3 11 11 AM 1974

Attach  
Earnes

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Lot 4,  
Lot 1,  
Portion

5532

Stevens-Hestlow Publishing Co., Portland, Oregon 97204

THIS CARBON WILL DETERIORATE IF EXPOSED TO EXCESSIVE HEAT OR SUNLIGHT. 7-187

Whe 13, 1973 a. L. H.

EXHIBIT "A"

Attached and made a part hereof that

Andy Silani, Realtor

314 S. 7th St.

Klamath Falls, Or. 97601

~~DISCOUNTED COPY OF DEED~~

Earnest Money Contract dated August 10, 1973

Whe 13, 1973

July 18, 1973 a. L. H.

S $\frac{1}{2}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 31.

S $\frac{1}{2}$  S $\frac{1}{2}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  N $\frac{1}{2}$  S $\frac{1}{2}$  NW $\frac{1}{4}$  lying east of Sprague River of Section 31.

N $\frac{1}{2}$  SE $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$ , lying east of the centerline of Sprague River of Section 31.

S $\frac{1}{2}$  SE $\frac{1}{4}$  & portion SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying east of Sprague River of Section 31.  
S $\frac{1}{2}$  SW $\frac{1}{4}$  lying west of Sprague River of Section 32.  
All in Township 35S, Range 10 E.W.M.

Lot 4, SW $\frac{1}{4}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$  lying west of Sprague River of Section 5.

Lot 1 & 2, S $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 6.

Portion lot 3, SE $\frac{1}{4}$  NW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$  lying east of Sprague River of Section 6.

All in Township 36S, Range 10 E.W.M.

Klamath County, Oregon.

*Andy Silani*  
(Broker's signature)

*Richard C. Perry*  
*James E. Perry*  
(Purchaser's signature)

(Owners signature)

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