

OWNER'S
EARNST MONEY RECEIPT

Vol. 75 Page 12963

6265

RECEIVED OF James Gary Wyland

6 - 6 1975

the sum of _____ hereinafter mentioned as the purchaser,
as earnest money and in part payment for the purchase of the following described real estate situated in the
City of _____ County of Klamath State of Oregon
and more particularly described as follows, to-wit: Lot 16 of Ousa Kila Homesites
according to the official plot thereof on file in the office of
the County Clerk, Klamath county, Oregon.
AKA: 2059 Lakeshore Drive, Klamath Falls, Oregon

for the sum of Twentyfive thousand which we have this day sold to the said purchaser
on the following terms, to-wit: The earnest money hereinabove receipted for \$ _____ Dollars \$ 25,000
upon acceptance of title and delivery of deed or delivery of contract . . . \$ _____ Dollars \$
balance of _____ Dollars \$
payable as follows Purchaser to immediately apply for a V.A. loan in the amount of
\$25,000. Said offer contingent upon obtaining said loan.

A title insurance policy from a reliable company insuring marketable title in the seller is to be furnished the purchaser forthwith
at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title
insurance, and such report shall be conclusive evidence as to status of seller's title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after notice, with
a written statement of defects, is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the
said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within
days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the
seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances to date except Zoning
Ordinances, building restrictions, taxes due and payable for the current fiscal year and _____

Seller and purchaser agree to pro rate the taxes which become due and payable for the current fiscal year on a fiscal year basis. Rents,
interests and premiums for existing insurance shall be pro rated on a calendar year basis. Adjustments are to be made as of the date of
the consummation of the sale herein or delivery of possession, whichever first occurs.

Possession of said premises is to be delivered to purchaser on or before _____, 19 ____ Time is of the essence
hereof. This contract is binding upon the heirs, executors, administrators and assigns of the purchaser and seller. However, the purchaser's
rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the prevailing party
shall be entitled to recover reasonable attorney's fees to be fixed by the court, and if an appeal is taken from any judgment or decree
entered therein, the prevailing party shall be entitled to recover such sum as the appellate court shall adjudge as reasonable attorney's
fees.

Special conditions: Sale to close with title Company issuing the preliminary
title report.

841 Pacific Terrace
Klamath Falls, Or 97601

M. E. Robinson *[Signature]* Owners

I hereby agree to purchase the above property and to pay the price of
Twentyfive thousand dollars (\$ 25,000) Dollars as specified above.

Address 2059 Lakeshore Dr., Klamath Falls, Or Purchaser *[Signature]*

Phone 884-2970

STATE OF OREGON; COUNTY OF KLAMATH; SS.

Filed for record at request of GOAKEY & HARNISH ATTYS

this 17th day of OCTOBER A. D. 19 75 at 2:33 o'clock P. M., and duly recorded in
Vol. M 75 of DEEDS on Page 12963

FEE \$ 3.00

WM. D. MILNE, County Clerk
By *[Signature]* Deputy

GOAKEY & HARNISH
Attorneys at Law
431 Main Street
Klamath Falls, Oregon 97601

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