



OREGON ASSOCIATION OF REALTORS - OFFICIAL EARNEST MONEY CONTRACT

12108

KLAMATH FALLS

Oregon

JAN 26 1976

4664

1. Received of JESSIE W. HURLEY & Vol. 76 Page 1038 hereinafter called "Purchaser"
2. The sum of \$ 500.00 in the form of cash (note) as earnest money and part payment for the purchase of the following described real estate
3. situated in the City of KLAMATH FALLS County of KLAMATH and State of Oregon to wit LOT 10 BLK 6
4. GATEWOOD

5. which we have this day sold to the said purchaser, subject to the approval of the seller
6. for the sum of FIVE THOUSAND TWO HUNDRED & NO/100 Dollars \$ 5,200.00
7. on the following terms, to wit: The sum, hereinabove recited for, of \$ 500.00
8. { on 19 } as additional earnest money, the sum of \$ 4,700.00 \$ 5,200.00
9. Upon acceptance of title and delivery of deed or contract, the sum of \$ 0
10. The balance of NONE Dollars \$ 0

11. payable as follows CASH UPON COMPLETION OF HOME TO BE CONSTRUCTED
12. ON SAID PROPERTY, FOR THOMAS R. MILLER & ANITA JUNE MILLER.
13. These sellers are licensed Oregon Real Estate Broker & Salesman
14. of 314 S. 7th & KED. 04-1-27-76
15. Sellers will furnish Warrant Deed.
16. The purchaser shall reimburse the seller for sums held in the reserve account of any indebtedness assumed in this transaction, in addition to the purchase price
17. Directly to the seller.
18. Notable Title Prior to closing the transaction, the seller, upon request, will furnish to the purchaser a preliminary report made by a title insurance 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 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 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 and seller shall pay for the cost of title insurance, escrow and legal fees, if any, but the acceptance by the purchaser of the refund does not constitute a waiver of other remedies available to him.
21. But if the above sale is approved by the seller, and title to said premises is marketable, and the purchaser neglects or refuses to comply with any conditions of sale within ten (10) days from the furnishing of a preliminary title report, or make payments promptly as hereinabove set forth, then the earnest money and additional earnest money herein recited for shall be forfeited, the cost of title insurance, escrow and attorney fees paid, and the remainder divided equally between the seller and the REALTOR to the extent of agreed fee, and the residue, if any, paid to the seller as liquidated damages and this contract thereupon shall be of no further binding effect. If suit or action is filed on this contract, the party not prevailing agrees to pay the prevailing parties' reasonable attorney fees which shall be fixed by the court or courts in which the suit or action, including any appeal thereon, is tried, heard or decided.
29. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, and

30. THOSE THINGS APPARENT UPON THE LAND & COMMON TO THE AREA
31. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, windows and doors, linoleum, attached television antennas, curtain, towel 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
32. all fixtures except NO EXCEPTIONS
33. 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
34. NONE

35. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest and other items as of START OF CONSTRUCTION BY BUYER
36. Premiums 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 tank at date of possession. Escrow
37. currences to be discharged by seller may be paid at his option out of purchase money at date of closing. Date of closing on or before START OF CONSTRUCTION BY BUYER
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 START OF CONSTRUCTION BY BUYER 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. Following exhibits are attached and made a part hereof: (1) Intended use statement. (2) Feasibility statement. (3) Others: SPECIAL CONDITIONS IT IS UNDERSTOOD & AGREED THAT THIS CONTRACT IS CONTINGENT ON ALL COMPLIANCES BEING MET ON THAT E.M. CONTRACT DTD. JAN 25, 1976 BY BETWEEN JESSIE W. HURLEY (BUYER) & THOMAS R. MILLER & ANITA JUNE MILLER (PURCHASER)

41. Listing REALTOR: ANDY SILANI REALTOR Phone: 882-4664 Address: 314 S. 7th & KED, K
42. Selling REALTOR: ANDY SILANI REALTOR Phone: 882-4664 By: Andrew A. Silani Address: 314 S. 7th & KED, K

43. AGREEMENT TO PURCHASE Date: JAN 26 19 76 A M 4:30 P M.
44. 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
45. period of 1 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 prepared in the
46. name of JESSIE W. HURLEY & JESSIE W. HURLEY
47. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR.

48. Address: 4765 DRIFTWOOD PURCHASER Jessie W. Hurley
49. Phone: 882-4664 PURCHASER Jessie W. Hurley

50. AGREEMENT TO SELL Date: JAN 27 19 76 A M 4:30 P M.
51. 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
52. policy continued to date as aforesaid showing good and marketable title, also the said deed or contract.

53. Address: 1813 CHINCHALLA SELLER: Andrew A. Silani
54. Phone: 882-5544 SELLER: Will E. Silani by adf

55. DELIVERY TO PURCHASER Date: JAN 27 19 76
56. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

57. PURCHASER: Jessie W. Hurley PURCHASER: Jessie W. Hurley
58. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date: JAN 27 19 76

59. I agree to pay to the above named REALTORS a fee amounting to \$ 500.00 for services rendered in this transaction.
60. 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 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 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 of this contract bearing my signature and that of the purchaser named above, and of REALTOR.

61. Address: 1813 CHINCHALLA SELLER: Andrew A. Silani
62. Phone: 882-5544 SELLER: Will E. Silani by adf

REALTOR'S COPY

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

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 2nd day of April, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ANDREW A. SILANI

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

William B. Doane

Notary Public for Oregon.

My Commission expires 7-17-78

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

4665

By Hazel Dwyer

Rev: ~~Wm~~ Andrew Silani
1813 Chinchilla, City