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6338

Received of Cyrus L. Smith and Nell E. Smith hereinafter called "purchaser."

2. The sum of 9,280.00 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: being a portion

4. of Lot 10, Section 30, TWP 38, Range 9 EWM, attached and to be made a part of

5. this offer is a more precise legal description we have this day sold to the said purchaser, subject to the approval of the seller,

6. for the sum of Thirty Two Thousand and 00/100 Dollars \$ 32,000.00

7. on the following terms, to wit: The sum, hereinafter received for, of 9,280.00

8. on 19 as additional earnest money, the sum of 9,280.00

9. Upon acceptance of title and delivery of deed or contract, the sum of 22,720.00 Dollars \$ 22,720.00

10. The balance of Twenty Two Thousand Seven Hundred Twenty and 00/100 Dollars \$ 22,720.00

11. payable as follows: Purchasers agree to pay the balance of \$22,720.00 payable in a 5 (five)

12. year period. Monthly payments to be not less than \$450.00. Monthly payments to

13. include the Principal and Interest. Interest to be 7% per annum. The Purchasers

14. are to pay the property taxes when they become due and to obtain and pay for a

15. Fire and Extended coverage Insurance Policy (cont. on line #39)

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 receipted 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 receipted for shall be forfeited to the undersigned Realtor to the extent of his agreed upon fee, and the residue, if any, shall be refunded 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. Those apparent upon the subject property

28. and common to other subject property in this 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 NO EXCEPTIONS

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. all buildings and boat dock, the Cabin Cruiser two sets of chain blocks, tracks

34. to bring boat in, and all other equipment for the boat or the dock.

35. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of the possession date

36. Possession. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing.

37. 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

38. the above described premises is to be delivered to the purchaser on or before closing plus 30 days or as soon thereafter as existing laws and

39. regulations will permit removal of tenants, if any. Time is of the essence of this contract. SPECIAL CONDITIONS: in a sufficient amount to cover

40. the buildings and Cabin Cruiser. The balance of \$22,720.00 is to be paid through

41. an Escrow collection Agency on a Contract of Sale. (the attached Handy Pad is to

42. be made a part of this offer) listing-Strout Realty, Selling-Rollin Tuter

43. Realtor's Address: 882-5531, 505 So. 5th st By: Don Loder 1974

44. Realtor's Phone: 882-5531

45. AGREEMENT TO PURCHASE Date: June 21 19 74 A.M. 10 P.M.

46. 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

47. 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-

48. pared in the name of Cyrus L. Smith and Nell E. Smith, Husband and Wife

49. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the seller showing acceptance.

49. Address _____ PURCHASER: [Signature]

50. Phone _____ PURCHASER: [Signature]

51. AGREEMENT TO SELL Date: June 22 19 74 A.M. 10 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: 2030 Fremont Bank Bldg SELLER: [Signature]

55. Phone: 884-1518 SELLER: [Signature]

56. DELIVERY TO PURCHASER Date: June 19 74

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

59. PURCHASER: _____ PURCHASER: _____

59. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date: June 22 19 74

60. I agree to pay forthwith to the above named Realtor a fee amounting to \$ 3,200.00 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 _____ SELLER: [Signature]

66. Phone _____ SELLER: [Signature]

REALTOR'S COPY THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

6339

EXHIBIT "A"

ATTACHMENT AND A PART OF AN EARNST MONEY
AGREEMENT DATED 6/21/76 WITH AN OFFER TO
PURCHASE PROPERTY, BEING A PORTION OF
LOT 10, SECTION 30, TWP 38, RANGE 9 EWM.
PURCHASERS: CYRUS L. AND NELL E. SMITH.

This offer to purchase is contingent upon the following 3 (three)
items.

1. That the Oregon State Land Board and the City of Klamath Falls
will permit the purchasers to fill-in the present area (now
covered with lake water) to the extent of or near to the previous
land contour as is shown on the attached Plat Map.
2. That the engine in the Cabin Cruiser is in a running and
serviceable condition.
3. That the house (or cabin) is connected to the City sewer
system and the Oregon water Corp.

PURCHASERS:

X

X

SELLERS:

X

X

Ret: C. L. Smith & K. L. A. D.
PO Box 960
Klamath Falls, Ore

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of
APRIL A.D., 19 76 at 2:50 o'clock P M., and duly recorded in Vol. M 76,
of DEEDS on Page 6338.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *[Signature]* Deputy