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 Portland, Oregon

## EARNEST MONEY RECEIPT

City Klamath Falls State Oregon May 3 19 77RECEIVED FROM Markus, Joseph M and Ellen S.  
2339 Union Street Klamath Falls, Ore (hereinafter called "purchaser")the sum of Five hundred and no 100 Dollars (\$ 500.00)in the form of CASH CHECK as earnest money and in part payment for the purchase of thefollowing described real estate situated in the City of Klamath Falls County of Klamath State of Oregon to-wit:New House Plan # 5070 DR Bruinicks - 1578 sq ft Living Areaupstairs with 1578 unfinished basement - Lot 18 Block 3 Tract 11302nd Addn to East Hills Estates - which we have this day sold to said purchaserfor the sum of Fifty thousand, four hundred twenty four and 40/100 Dollars (\$ 50,424.00)on the following terms, to-wit: The sum, hereinabove receipted for, of Five hundred and 40/100 Dollars (\$ 500.00)\* [On owners acceptance] 19 77 as additional earnest money, the sum of Four hundred and 40/100 Dollars (\$ 400.00)Upon acceptance of title and delivery of • [deed] the sum of Balance Payment Dollars (\$ 8000.00)[contract] Customer Labor Allowance Dollars (\$ 1524.00)payable as follows: Balance of Dollars (\$ 40,000.00)Purchaser to Apply for and receive Oregon VeteransLoan

A title insurance policy from a reliable company insuring marketable title in seller is to be furnished purchaser in due course of seller's expense; preliminary to closing, seller may furnish

a title insurance company's title report showing its willingness to issue title insurance, which shall be conclusive evidence as to seller's record title.

It is agreed that if seller does not approve this sale within the period allowed broker below in which to secure seller's acceptance, or if the title to the said premises is not insurable or market-

able, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, the said earnest money shall be refunded. But if said sale is approved

by seller and title to the said premises is insurable or marketable and purchaser neglects or refuses to comply with any of said conditions within ten days after the said evidence of title is furnished

and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for (including said additional earnest money) shall be forfeited to seller as liquidated damages

and this contract thereupon shall 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 except zoning ordinances, building and use restrictions, reservations in Federal

patents, easements or record and.

those apparent to the land and common to the vicinity of the area.

All irrigation, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light fixtures,

light bulbs and fluorescent lamps, bathroom fixtures, venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows, attached linoleum, attached television

antenna, all shrubs and trees and all fixtures except No exceptions

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

Seller and purchaser agree to prorate the taxes which are due and payable for the current tax year. Rents, interest, premiums for existing insurance and other matters shall be prorated on a

calendar year basis. Adjustments are to be made as of the date of the consummation of said sale or delivery of possession, whichever first occurs. Encumbrances to be discharged by seller may be

paid at his option out of purchase money at date of closing.

Possession of said premises is to be delivered to purchaser on or before Sept 15, 1977 or as soon thereafter as existing laws and regulations will permit removal of tenants

if any. Time is the essence of this contract. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer 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 losing party therein agrees to pay the prevailing party therein (1) the prevailing party's

reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) on appeal if any, similar fees in the appellate court, to be fixed by the appellate court.

Address 5200 Sturdivant AvePhone 882-5322 By Harold L Jensen

## AGREEMENT TO PURCHASE

May 3 19 77I hereby agree to purchase the property herein described in its present condition and to pay the price of \$50,424.00 as set forth above and grant to saidagent a period of 30 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Said deed or contract to bein name of Joseph M and Ellen S MarkusAddress 2339 Union Purchaser Joseph M MarkusPhone 884-4839 Ellen S Markus

## AGREEMENT TO SELL

May 3 19 77

I hereby approve and accept the sale of above described property and the price and conditions as set forth in above contract, and agree to furnish evidence of title as above provided;

also the said deed when stated.

Address 5200 Sturdivant Seller Harold L JensenPhone 882-5322 Ellen L Jensen

DELIVER PROMPTLY TO PURCHASER, either manually or by registered mail, a copy hereof showing seller's acceptance.

Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller showing acceptance.

DATE May 3, 1977 Purchaser Joseph M Markus

Copy hereof showing Seller's signed acceptance sent purchaser by registered mail to purchaser's above address.

Return receipt requested on \_\_\_\_\_ 19 \_\_\_\_\_

Return receipt card received \_\_\_\_\_ 19 \_\_\_\_\_

and attached to broker's copy.

## SELLER'S CLOSING INSTRUCTIONS

3400 Coronado Way - K. Falls, Oregon 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day ofJanuary A.D., 19 78 at 3:26 o'clock P M., and duly recorded in Vol. N78,of Miscellaneous on Page 1819.FEE \$3.00

WM. D. MILNE, County Clerk

By Bernetha R. DeLoach Deputy