

69761

EARNEST MONEY RECEIPT
RENTAL, LEASE, LEASE WITH OPTION

0478
Vol. 79 Page 15308
April 18, 1979
PINE

RECEIVED OF ~~Stanton Realty~~ City and State Klamath Falls, Ore
GROUP Properties, Inc. Eugene, Ore
the sum of \$ 1000.00 as earnest money to be applied on the payment of rent on premises known as
No. Tax Lots 800, 900, 4300 Klamath County, Ore Map # 3709-0241
County of Klamath, City of Klamath Falls, State of Ore
☐ RENT from month to month at \$ _____ per month;
☐ LEASE for a period of _____ months at \$ _____ per month;
☒ LEASE for a term of 120 months at \$ 2600.00 per month with PURCHASE said
premises (free of encumbrances) at and for a basic price of \$ 178,000 with interest on deferred payments
at 0 % per annum; the option to purchase shall be exercised and a down payment of not less than \$ CASH OUT
made on the purchase price on or before March 18, 1989
Said term shall begin and possession of said premises delivered on September 15, 1979
If said earnest money is to be applied on a lease with option to purchase it is agreed that the tenant and the owner shall ex-

cute either Stevens-Ness Form No. 869* or No. 974* (copies of which are attached) or _____, whichever
of said forms is designated by the owner; also that if this option to purchase is exercised, either of said parties may elect to re-
quire that the transaction described in said forms shall be closed in escrow, the expense of which shall be shared equally by the
owner and the tenant. Close in escrow ☒ Yes ☐ No.
SPECIAL PROVISIONS:

1. Lessor to subordinate property free & clear
2. Lessor to grant Lessee right to enter & survey property
3. Lessor to grant Lessee right to remove all buildings, structures & appurtenances.
4. This offer is subject to adjoining properties for either lease or purchasing for 17 Acre Shopping Center
5. Offer subject to proper zoning by city, county & state authority
6. Lessee grants a \$35,000 leasing fee for consideration given for accepting and closing this lease as agreed in this CONTRACT.

(IF NOT SUFFICIENT SPACE HERE, PLEASE USE FORM NO 810, HANDY PAD OR OTHER SUPPLEMENTAL SHEETS)
Except as herein provided, any such lease shall be satisfactory to owner in form, terms and conditions.
If owner does not accept this offer within ten days hereafter, said earnest money shall be refunded to tenant forthwith, but if
owner accepts said offer, then said earnest money shall be applied on rentals first to become due; however, if owner accepts and
tenant neglects or refuses to consummate the transaction, said earnest money shall be forfeited to owner as liquidated dam-
ages and this agreement thereupon shall be of no further binding effect.

LESSOR WANTS LEASE TO PAY OFF
Any moneys due from LEASEES ON PROPERTY
W. Warren Parr Stanton Realty 4065 Silverton Rd NE
Salem, Ore
AGENT

I hereby agree to rent* lease* with option to purchase the above described premises on the basis and conditions set
forth above. I acknowledge receipt of a copy of this earnest money receipt bearing the agent's and my signature.

Address 1160 Garfield St Eugene 97402
Phone 342-7042
Pine House Properties, Inc. President
TENANT

I hereby accept the above tenant's offer to rent* lease* the above described premises and agree to execute and deliver
forthwith the said lease with option to purchase setting forth the above terms and conditions; for services rendered,
I further agree (1) to pay forthwith to the said agent a commission of \$ 18,720. and (2) nothing
purchase is granted to and is exercised by the tenant, I agree to pay said agent the additional sum of \$ 18,720.
if said deposit is forfeited, the same shall be retained by the agent to the extent of the agreed-upon commission, with the residue
to me. In the event any suit or action is brought to enforce any provision of this agreement, reasonable attorney's fees may be
awarded by the trial court to the prevailing party in said suit or action together with costs and necessary disbursements; and on
appeal, if any, similar reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party
prevailing on such appeal. I acknowledge receipt of owner's copy of the foregoing receipt bearing the tenant's name and my sig-
nature.

Dated April 18, 1979 Phone 882-1009
Address 1830 Hawthorn
Klamath Falls, Ore
OWNER

* Strike whichever words not applicable
* Form 869—Other than dwelling unit.
* Form 974—Dwelling unit.

AGENT'S COPY
Deal #492

STATE OF OREGON; COUNTY OF KLAMATH; ss.
I hereby certify that the within instrument was received and filed for record on the 28th day of
June A.D., 19 79 at 2:32 o'clock P M., and duly recorded in Vol. 79
of Miscellaneous on Page 15308.

FEE \$3.00
WM. D. MILNE, County Clerk
By Bernice A. Hilch Deputy