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## OREGON ASSOCIATION OF REALTORS®

## SALE AGREEMENT &amp; RECEIPT FOR EARNEST MONEY

Klamath Falls, Oregon, May 21, 1979

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

9836

CAUTION: Read important additional terms on reverse side of sale agreement &amp; receipt for earnest money before signing. These additional terms regarding Title Insurance, Forfeiture provisions and attorney fees are included in this agreement.

1. Received of TRI - N BUILDERS hereinafter called "purchaser,"  
 2. The sum of \$ 1000.00 in the form of ☒ check, ☐ cash, ☐ note payable as earnest money and part payment for  
 3. the purchase of the following described real estate situated in the City of \_\_\_\_\_ County of Klamath  
 4. and State of Oregon, to wit: Lots 10, 12, Block 2 & lots 13, 27, 29 Block 3  
Round Lake Estates legal description

5. \_\_\_\_\_ commonly known as: \_\_\_\_\_  
 6. \_\_\_\_\_ which we have this day sold to the said purchaser, subject to the approval of the seller,  
 7. for the purchase price of Forty Thousand and no/100 Dollars \$ 40,000.00  
 8. on the following terms, to wit: The earnest money above received for, \$ 1000.00  
 9. { on \_\_\_\_\_ 19 \_\_\_\_\_ } as additional earnest money, the sum of \$ \_\_\_\_\_  
 10. Upon acceptance of title and delivery of ☒ Deed ☐ Contract the sum of \$ 39000.00 Dollars \$ 40,000.00  
 11. The balance of none  
 12. payable as follows: No balance - Cash Sale

13. Lots to be secured by personal note until final plat map approval on Round Lakes Sub-Division  
 14. All monies tendered will be paid to seller prior to closing with consent of the buyers. Seller  
 15. will execute Warranty Deeds and close, forthwith, following the final acceptance by the  
 16. Oregon Real Estate Real Estate Commissioner.

17. \_\_\_\_\_  
 18. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in this  
 19. transaction, in addition to the purchase price. If this transaction is subject to purchaser securing a new loan, purchaser agrees to make  
 20. written application not later than N/A 19 \_\_\_\_\_ complete necessary papers, and exert his best efforts to procure such  
 21. financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender; not to exceed \$ N/A  
 22. 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, beneficial  
 23. utility easements of record, and:

24. those apparent upon the land and common to real estate in the area  
 25. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curtain,  
 26. towel and drapery rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except fireplace equipment that is not attached in any manner  
 27. to the structure, and all fixtures except:

28. \*Seller is licensed Real Estate Salesman  
 29. 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  
 30. for said purchase price: N/A

31. N/A  
 32. The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system, (b) ☐ cesspool or septic tank, (2) that he knows of no material structural defects; (3) that all  
 33. electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be asserted against  
 34. the property; (5) he will maintain the property and yard in present condition; (6) that he has no notice from any governmental agency of any violation of laws relating to the subject prop-  
 35. erty except:

36. No Known Violations

37. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of: Closing 19 \_\_\_\_\_  
 38. 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.  
 39. Encumbrances 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 June 18 19 \_\_\_\_\_  
 40. The undersigned Sellers and Purchaser direct the selling REALTOR® to ☐ deposit the earnest money and additional earnest money in Sasha Real Estate Clients  
 41. Trust escrow, the cost of which shall be shared equally between seller and purchaser, or ☐ hold the earnest money and additional earnest  
 42. money until such time as it represents collected funds and then promptly forward Closing 19 \_\_\_\_\_ to the selling REALTOR® to be held in his clients trust account. Possession of the above  
 43. described premises is to be delivered to the purchaser on or before \_\_\_\_\_ or as soon thereafter as existing laws and regulations  
 44. will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchaser  
 45. and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written con-  
 46. sent of the seller.  
 47. FOR SPECIAL CONDITIONS SEE ATTACHED EXHIBIT

48. \_\_\_\_\_  
 49. Listing REALTOR®: Sasha Real Estate Phone: 882-6671 Address: 5070 So. 6th St K.P., OR  
 50. Selling REALTOR®: \_\_\_\_\_ Phone: \_\_\_\_\_ By: Ralph Cope Address: \_\_\_\_\_

51. AGREEMENT TO PURCHASE  
 52. I hereby agree to purchase the above described property in its present condition of the price and on the terms and conditions set forth above, and grant said REALTOR® a  
 53. period of \_\_\_\_\_ 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

54. name of TRI - N BUILDERS  
 55. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR®

56. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR REPLIED UPON ANY STATEMENTS MADE BY THE SELLER OR  
 57. HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.  
 58. Address: 1121 Harrison K. Falls, OR Purchaser: Michael E. Mann  
 59. Phone: 883-7270 Purchaser: \_\_\_\_\_

60. AGREEMENT TO SELL  
 61. I hereby approve and accept the sale of the above described property and the price and conditions set forth in above agreement and agree to furnish a title insurance  
 62. policy, continued to date as aforesaid showing good and marketable title, also the said deed or contract.  
 63. Address: 442 N.E. Greenwood, Bend, OR SELLER: Patricia J. Oliver  
 64. Phone: 389-3955 SELLER: \_\_\_\_\_

65. DELIVERY TO PURCHASER  
 66. The undersigned purchaser acknowledges receipt of the foregoing contract, earnest receipt bearing his signature and that of the seller showing acceptance.  
 67. PURCHASER: Michael E. Mann PURCHASER: \_\_\_\_\_

68. \_\_\_\_\_  
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 99. \_\_\_\_\_  
 100. \_\_\_\_\_

PURCHASER'S COPY WITH SELLER'S ACCEPTANCE

Return  
Parks & Radloff  
228 N. 7th  
E. Falls, Or.

1960

16313

EARNEST MONEY CONTRACT

TITLE INSURANCE

78. 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 showing good and marketable title.
79. 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.

FOREFEITURE PROVISIONS:

84. It is agreed that if the seller does not approve the said sale with
85. in the period allowed REALTOR on reverse side hereof in which to
86. secure seller's acceptance, or if the title to the said premises is
87. not marketable, or cannot be made so, within 30 days after notice
88. containing a written statement of defects is delivered to the seller,
89. having approved said sale fails to consummate the same, the earnest
90. money herein receipted for shall be refunded and the seller shall
91. pay for the cost of title insurance, escrow and legal fees, if any,
92. but the acceptance by the purchaser of the refund does not constitute
93. a waiver of other remedies available to him. If the said sale is
94. approved by the seller and title to said premises is marketable,
95. and the purchaser neglects or refuses to comply with any conditions
96. of sale within ten (10) days from the furnishing of a preliminary
97. title report, or make payment promptly as set forth on the reverse side hereof, then
98. the earnest money and additional earnest money received
99. for on the reverse side hereof shall be forfeited, the cost of title insurance, escrow and
100. attorney fees paid, and the remainder divided as provided on the reverse side
101. hereof, under Seller's closing instructions & fee agreement between the
102. seller and the REALTOR to the extent of the agreed upon fee, and
103. the residue, if any, paid to the seller as liquidated damages and
104. this contract shall thereupon be of no further binding effect, or
105. at his option, seller may seek damages or specific performance of
106. this contract.

ATTORNEY FEES:

107. If suit or action is filed on this contract, the party not pre-
108. vailing agrees to pay the prevailing party reasonable attorney fees.
109. fees which shall be fixed by the Court or Courts in which the
110. suit or action, including any appeal therein is tried, heard or
111. decided.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of July A.D., 1971 at 9:06 o'clock A.M., and duly recorded in Vol. 1179 of Miscellaneous on Page 16312.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernetha Hestrich

Deputy