

52608

OWNER'S
EARNEST MONEY RECEIPT

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RECEIVED OF

Busty + Ann Watson Rev. July 5, 1978

hereinafter called purchaser, \$ 1.00, as earnest

money and in part payment for the following described real estate situated in the City of
County of Wlamath State of Oregon, described as follows, to-wit:

Block 115 - Lot 10 of Wlamath Forest Estates
Apn Unit 4.

for the sum of two thousand and One which we have this day sold to the purchaser
on the following terms, to-wit: The earnest money hereinabove receipted for . . . \$ 1.00; Dollars \$ 2000.00;
upon acceptance of title and delivery of deed or delivery of contract . . . \$ 1.00; Dollars \$ 2000.00;
balance of \$ 1.00; Dollars \$ 2000.00;
payable as follows: \$100. per month with no interest.

- Payable on 5th of August 1978, and by the 5th of each
month thereafter until paid. Interest of deed of seller
prior to completion of this contract. Subject property is
to be sold to buyer Donna Roper 7/16/78.

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after notice, with a written statement of defects, is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within 30 days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon 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 restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and

no expectation
All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except no expectation 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 sold for said price: none

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reverse account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before . . . , 19 Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights here-in are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Further conditions: none

P.O. Box 5

Silver Spring Nevada
89429

Donna Roper

Owners

I hereby agree to purchase the above property and to pay the price of \$ 2000.00

(\$ 1.00) Dollars as specified above.

Address P.O. Box 244
Bonanza Ore 97623

Phone:

Purchaser

Busty + Ann Watson
Raymond R. Watson

6045

July 14, 1978

Subscribed & sworn to before me this date.

Halter A. L. L. L.

Notary Public for Oregon

My Commission expires Sept 29, 1978

Royann B. Watson

P.O. Box 244

Bonanza, Ore. 97623

7/14/78
me.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 1st day of April A. D. 19 80 at 11 o'clock P. M., andfully recorded in Vol. M30, of Deeds on Page 6044

Wm D. MILNE, County Clerk

Fee \$7.00

By Deaneha Hetsch