

3:40

City Klamath Falls State OREGON

RECEIVED FROM

William M. Bond

Dollars (\$ 100.00)

(hereinafter called "purchaser") the sum of ONE HUNDRED & NO/100

in the form of CASH, CHECK, DRAFT as earnest money and in part payment for the purchase of the following described real estate situated in the City of Klamath Falls, Oregon, to-wit: House & Personal Property at 2415 Homedale Rd at as is condition. It is understood by seller and purchaser that this transaction is \*

for the sum of Ten Thousand & NO/100 Dollars (\$ 10,000.00)

on the following terms, to-wit: The sum, hereinabove received for, of One Hundred & NO/100 Dollars (\$ 100.00)

{ on owner's acceptance. (Strike whichever not applicable) 19. as additional earnest money, the sum of Dollars (\$ )

Upon acceptance of title and delivery of { deed, the sum of (Strike whichever not applicable) NO/100 Dollars (\$ 9,900.00)

Balance of Nine Thousand Nine Hundred & NO/100 Dollars (\$ 9,900.00) from Oregon Vet. Hom by June 1, 1981

\* the Sale of the Building and or Buildings only, and the Building is to be Moved off Tax lot 5000 of Klamath County Tax Map 3909-0246. Building is to be Moved at the Sale Expenses of the Purchaser.

Seller will PREPARE and ISSUE a Bill of Sale this date for Purchaser's Record.

1) A title insurance policy from a reliable company insuring marketable title in seller 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, which shall be conclusive evidence as to seller's record title.  
2) 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 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 and disposed of as stated in Section F below and this contract thereupon shall be of no further binding effect.  
3) 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 of record and...

4) All irrigation, plumbing and heating fixtures and equipment (including stoves and oil tanks but excluding fireplace 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...

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:

5) Seller and purchaser agree to pro rate the taxes which are due and payable for the current tax year. Rents, interest, premiums for existing insurance and other matters shall be pro rated 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. SELLER AND PURCHASER AGREE THAT SUBJECT SALE WILL BE CLOSED IN ESCROW, THE COST OF WHICH SHALL BE BORNE CO-EQUALLY BETWEEN SELLER AND PURCHASER.

6) Possession of said premises is to be delivered to purchaser on or before 19. or as soon thereafter as existing laws and regulations will permit removal of ten-ants, 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 prevail- ing 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.  
☐ Cooperating Broker  
☐ Listing Broker

Address NONE By NONE

Phone NONE AGREEMENT TO PURCHASE MARCH 31, 1981

I hereby agree to purchase and pay the price of \$ 10,000.00 to purchase the property herein described in its present condition, as set forth above and grant to said agent 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 be in the name of William M. Bond

Address 9343 Highway 39, Klamath Falls, Ore. William M. Bond Purchaser  
882-1170 Phone

BUYER'S AND SELLER'S AGREEMENT RE DEPOSIT OF EARNEST MONEY

C. The Earnest Money deposit in this transaction of \$ 100.00 in the form stated above shall be deposited in the Client's Trust Account of the Broker indicated above until this offer is accepted, whereupon the parties agree and direct that such funds be deposited in escrow with

Address to be held pending closing of this transaction pursuant to the attached escrow instructions. Seller

Purchaser

Purchaser

8:00 AM EUG

C 4093 West 11th B

91402

60 105

# BILL OF SALE

*Copy*

14349

THIS INDENTURE WITNESSETH, That for and in consideration of the sum of Ten Thousand and no/xx DOLLARS, the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell, transfer and deliver unto William M. Bond herein called Buyer, the following described Personal Property, now being and situate House and or Building as personal property at 2415 Homedale Road only. in State of Oregon County of Klamath to-wit: House and or Building only as personal property at 2415 Homedale Road, Klamath Falls, Oregon, at as IS CONDITION. It is understood by the Purchaser and seller that this transaction is for the purchase of the building only and the building shall be moved off the real property.

TO HAVE AND TO HOLD, the same unto the said Buyer his executors, administrators and assigns forever.

And I, the said Seller, do hereby covenant and agree to and with the said Buyer that I am the owner of said above described Personal Property; that the same is free from all encumbrances and that I have good right to sell the same, and that I, my heirs, executors, administrators and assigns shall warrant and defend the same against the lawful claims and demands of all persons whomsoever.

WITNESS hand and seal this 1 day of April, 1981

Done in the presence of

E. W. G. Development Co. President

(SEAL)

(SEAL)

STATE OF OREGON,

County of Klamath

I, E. W. G. Development Co. President Earl Wm. Green

being duly sworn, depose and say that I am the sole owner of the property described in the foregoing bill of sale, and that the same is free and clear of liens and encumbrances of every kind and nature.

at date of execution of said bill of sale, and the same has been paid for in full.

Subscribed and sworn to before me this 1st day of April, 1981

Notary Public for Oregon  
My Commission expires 2/14/85

BILL OF SALE

Return William M. Bond  
Klam County Assessor 055

May 11, 1981

14350

Mr. Earl Wm. Green  
E.W.G. Development Co.  
4093 West 11th Ave.  
Eugene, Oregon 97402

Re: 2415 Homedale Road  
Klamath Falls, Ore.

Per our telephone conversation:

An amendment to the Earnest Money Receipt dated March 31, 1981 between William M. Bond as the Purchaser and E.W.G. Development Co. as the Seller.

Mr. Bond was to pay \$9,900 on June 1, 1981 by a Oregon State Veterans Home Loan. Mr. Bond and E.W.G. Development Co. have agreed to amend the Earnest Money Receipt as follows:

- (1) Mr. Bond will pay E.W.G. Development Co. an additional \$5,000 over the original Earnest Money Receipt on or before June 1, 1981.
- (2) Mr. Bond will pay the balance of \$4,900 within 15 days after Mr. Bond has a Oregon Veterans Home Loan approved. The \$4,900 will be paid from the first loan draw available from the Oregon Veterans Loan.

Mr. Bond has agreed to remove two of the small sheds (not the main house) from 2401 Homedale Road, Klamath Falls, Ore. Mr. Bond agrees that the two sheds are in very poor condition and he will remove these sheds at no cost to the seller. There will be no bill of sales for these two sheds and this addendum will be Mr. Bond's right to the sheds.

Purchaser:

William M. Bond  
William M. Bond

Seller:

Earl Wm. Green  
Earl Wm. Green

Sincerely,  
E.W.G. Development Co.

Earl Wm. Green  
President

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

13th day of Au-gust A.D., 1981 at 9:14 o'clock A M., and duly recorded in

Vol M81 of Miscellaneous on page 14348.

Fee \$ 10.50

EVELYN BIEHN

COUNTY CLERK

By Bernetha A. Fitch Deputy