



32133

OREGON ASSOCIATION OF REALTORS®

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

Page 1084

50

Klamath Falls, Oregon, Oct 28, 1983

A133138

Received of Susan R. Abts Swanson

2. The sum of \$ none in the form of ☐ check, ☐ cash, ☐ note payable

3. the purchase of the following described real estate (the parties hereby authorized the Realtor® to attach the correct legal description if unavailable at the time of signing) situated in the City of \_\_\_\_\_ as earnest money and part payment for

4. \_\_\_\_\_ County of Klamath and State of Oregon, to wit: Lot 3 Blk 22 Central Town

6. (legal description) commonly known as: 40 Pine Street

7. which we have this day sold to the said purchaser, subject to the approval of the seller, for the purchase price of Sixteen thousand five hundred and no/100 Dollars \$16,500 on the following terms, to wit: The earnest money above recaptured for

9. (on \_\_\_\_\_, 19\_\_\_\_) as additional earnest money, the sum of \$ -0-

10. Upon acceptance of title and delivery of ☐ Deed ☐ Contract the sum of \$ -0-

11. The balance of Sixteen thousand five hundred and no/100 Dollars \$16,500.00

12. payable as follows: Purchaser to assume seller's obligation to C &amp; P Rentals in the amount of \$16,500 with monthly payments of \$215.00 including 15% interest. No pre-

13. payment penalty. Entire balance due Nov. 1, 1985. Interest to accru from date of closing, first payment due Dec. 1, 1983. Purchaser is aware property has

14. been condemned and is presently uninsured. Purchaser to apply for permit to improve &amp; remodel property to code by Nov. 25, 1983. Purchaser to keep taxes

15. current and insure when insurable.

16. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in this transaction, in addition to the purchase price.

17. If this transaction is subject to purchaser securing a new loan, purchaser agrees to make written application not later than n/a

18. complete necessary papers, and exert his best efforts to procure such financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount

19. required by lender; not to exceed \$ none The property is to be conveyed unless otherwise provided by Statutory Warranty Deed free and clear of all liens and encumbrances to date except zoning

20. ordinances, building and use restrictions; reservations in Federal patents, beneficial utility easements of record, and: Approx \$16,500 note &amp; Trust Deed to

21. Investors Mortgage.

22. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curtain, towel and drapery

23. rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except fireplace equipment that is not attached in any manner to the structure, and all fixtures except

24. Buyer has inspected property &amp; is buying as is no warranties or guarantees.

25. range &amp; refrigerator included but not guaranteed

26. If the real property is a dwelling unit, buyer and seller certify that a working smoke detector has been or shall be installed in each dwelling unit according to Oregon law, prior to closing this transaction.

27. Seller does not warrant the square footage of any structure being purchased. If square footage is a material consideration in making this purchase, Broker advises that such structure should be measured by Purchaser.

28. Purchaser and Seller have read the important additional terms on reverse side of sale agreement and receipt for earnest money before signing. These additional terms regarding title insurance, forfeiture provisions and attorney

29. fees are included in this agreement. Buyer's initials \_\_\_\_\_ Seller's initials \_\_\_\_\_

30. 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 he has no notice of any liens to be assessed against the property; (4) that he has no notice of any liens to be assessed against the property; (5) He will

31. maintain the property and yard in present condition; (6) that he has no knowledge of any other persons claiming an interest in the above described property.

32. Purchaser is buying as is, see lines 15, 16, 17 &amp; 26, 34 &amp; 35 (Buyer is aware seller's wife is a licensed real estate agent in Oregon.)

33. Seller and purchaser agree to prorate the taxes for the current tax year, real property taxes and personal property taxes as of date of closing.

34. 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. Encumbrances

35. 39. 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 Nov. 10, 1983

40. or as soon thereafter as conditions are met and financing and closing documents can be prepared.

41. This sale shall be closed in escrow, the cost of which shall be shared equally between Seller and Purchaser. Seller and Purchaser instruct the undersigned REALTOR® to handle the above-described earnest money as follows:

42. ☐ Place in REALTOR®'s client trust account, ☐ upon acceptance of offer, transfer to the listing broker after it represents collected funds, ☐ deposit with no deposit

43. as escrow. Possession of the above described premises is

44. to be delivered to the purchaser on or before date of recording-closing

45. or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators,

46. successors and assigns of the purchaser 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

47. assignable without written consent of the seller.

48. The undersigned buyer and seller hereby authorize and direct the closing agent to provide copies of all closing statements to the REALTORS® involved in this transaction upon request of the REALTOR®

49. FOR SPECIAL CONDITIONS SEE ATTACHED EXHIBIT This offer subject to seller negotiating the release of his \$16,500 obligation to C &amp; P Rentals &amp; getting his payments on remaining ob-

50. Lender: \_\_\_\_\_ Address: \_\_\_\_\_

51. Selling REALTOR®: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

52. AGREEMENT TO PURCHASE

53. I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said REALTOR® a period of one

54. 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 name of

55. Susan R. Abts Swanson

56. The manner in which a title is vested can have major legal and tax consequences. Purchasers are advised to consult their attorney or tax accountant.

57. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR®.

58. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR HIS AGENT WHICH ARE NOT

59. HEREIN EXPRESSED.

60. Address: 2263 Applegate Ave.

61. Phone: 882-7376 (work) 882-7203

62. AGREEMENT TO SELL

63. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance policy continued to date as aforesaid showing good

64. and marketable title, also the said deed or contract.

65. Address: 13580 Spring Lake Rd Klamath Falls, Oregon

66. Phone: 882-0127 or 883-3781

67. DELIVERY TO PURCHASER

68. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance

69. PURCHASER: Susan R. Abts Swanson

70. SELLER'S CLOSING INSTRUCTIONS &amp; FEE AGREEMENT

71. I agree to pay to the above named REALTORS® forthwith a fee amounting to \$

72. Seller hereby grants to said REALTOR® or listing broker a lien on the proceeds of sale to secure payment of said sum.

73. I authorize said REALTORS® to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing title insurance, and recording fees, if any, as well as any

74. encumbrances on said premises payable by me at or before closing. I instruct REALTOR® to place the above described earnest money deposit and selected additional earnest money in the depository on lines 42 or 43.

75. In the event the agreement is in default, Seller promises and agrees to pay the REALTOR®'s reasonable collection costs, including, but not limited to, attorney fees, even though no suit is filed and if suit is filed, attorney fees as

76. provided on reverse side hereof.

77. I acknowledge receipt of a copy of this contract bearing my signature and that of the purchaser named above, and of REALTOR®. If coop transaction fee divided: Listing REALTOR®

78. Selling REALTOR® % In the event of a forfeiture of the earnest money and additional earnest money less deductions as provided on reverse side hereof, the forfeited earnest money

79. shall be disbursed: Seller % REALTOR® % to the extent of REALTOR®'s total fee with residue to seller.

80. %

81. By \_\_\_\_\_ LISTING REALTOR® SELLER: \_\_\_\_\_

SELLER: \_\_\_\_\_

REALTOR'S COPY

483 OREGON ASSOCIATION OF REALTORS®

ADDITIONAL TERMS TO  
EARNEST MONEY CONTRACT

TITLE INSURANCE:

- 82. The seller shall furnish to the purchaser, in due course, a title
- 83. insurance policy in the amount of the purchase price of the real
- 84. estate, from a title insurance company showing good and marketable
- 85. title. Prior to closing the transaction, the seller, upon request,
- 86. will furnish to the purchaser a preliminary report made by a title
- 87. insurance company showing the condition of the title to said property.

FORFEITURE PROVISIONS:

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

ATTORNEY FEES:

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

*Return to Walter Mosen*  
*13580 Spring Lake Rd. K. Falls*

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 3rd day of Jan A.D. 1981  
at 3:15 o'clock P M, and duly  
recorded in Vol. 108 of Misc.  
Page 50

EVELYN BIEHN, County Clerk

By Sam. Smith, Deputy

Fee 8.00