

54179

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

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money and in part payment for the following described real estate hereinafter called purchaser, \$ 500.00, as earnest
County of Klamath State of Oregon described as follows, to-wit: Lot 14
Block 115 Unit 4 Forest Estates
 Hwy. 66 Plate # 4 2 1/2 acres more or less

for the sum of \$16,000.00 which we have this day sold to the purchaser
on the following terms, to-wit: The earnest money hereinabove received for
upon acceptance of title and delivery of deed or delivery of contract Dollars \$16,000.00
balance of \$15,500.00 Dollars \$15,500.00
payable as follows: \$150.00 per month until paid in full
Can pay balance at any time.

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to
applicable law, prior to closing. (Delete if inapplicable.)
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 fur-
nished 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 a written notice of defects is
delivered to seller, the earnest money herein received 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 _____ days and to make payments promptly, as hereinabove
set forth, then the earnest money herein received 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
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, awn-
ings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fix-
tures except _____ 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:
_____ are to be left upon the premises as part of the property purchased.

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 reserve 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 8/10, 19 85. 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:

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY
PARTICULAR USE MAY BE MADE OF THE PROPERTY
DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD
CHECK WITH THE APPROPRIATE CITY OR COUNTY
PLANNING DEPARTMENT TO VERIFY APPROVED USES.

I hereby agree to purchase the above property and to pay the price of Sixteen thousand Dollars
16,000.00 Dollars as specified above.

Address P.O. Box 171 Bonanza Ore Purchaser Nat Macklin
Phone _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ of _____ October _____ A.D., 19 85 at 9:02 o'clock _____ A.M., and duly recorded in Vol. M85 day
of _____ Deeds on Page 16343
FEE \$5.00
By Evelyn Biehn County Clerk
Man Smith