

85841

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KNOW ALL MEN BY THESE PRESENTS, That Harry Brown, party of the first part

hereinafter called the owner, in consideration of \$ 350.00 to him paid by Ralph and Pricella Leavers, party of the second party

hereinafter called the second party, the receipt of which hereby is acknowledged by the owner, has given and granted and does hereby give and grant unto the second party the sole, exclusive and irrevocable right and option for a period commencing this date and ending the first day of April, 1990 (hereinafter for brevity called the expiration date) to purchase the following described real property in Klamath Co., County, State of Oregon, to-wit:

The north 1/2 lot 7, bkl.3, Altamont acres commonly known as 4434 Bisbee St.

at and for a price of \$ 31,500.00, payable at the times and in the manner following:

This is a lease option where in the party of the first part agrees to lease option to party of the second part for 24 months or until 10% of principal is paid comencing on April 1, 1988 to April 1, 1990. Rent will be 350.00 per. month of witch 126.00 per. month will apply on the purchase at time of excersice of the option to exerise the option party of the second part must notify party of the first part his intent to exercise his options 30 days prior to closing, said notice to be in writing. Party of the second party may excercise his option at anytime during the 24 mo. tenure of his agreement by giving notice and paying the balance of the 10% down payment. Upon exercise of this option payments will be 300.00 per mo. including interest at 9% per annum.

If the second party elects to exercise this option, he shall deliver written notice thereof to the owner on or before the said expiration date; said notice shall be accompanied by a cashier's check or by a certified check made payable to the owner in the amount of \$, to be applied on said purchase price. In lieu of making manual delivery of said notice and check, the second party may place the same in a sealed envelope addressed to the owner at the address opposite his signature below, said envelope then to be deposited in the United States registered mails, with postage thereon fully prepaid, and delivered at the owner's said address on or before said expiration date.

Harry Brown
2934 Summers Lane #17
K.F.O.
80 APR 1 PM 3 40

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If this option is exercised, then for the purpose of closing the sale and purchase of said premises, the parties hereto hereby constitute and appoint Mountain Title Co. as their escrow agent. Within five days after the delivery of second party's said notice of election to purchase, the owner shall deposit his deed with said escrow agent and the second party shall deposit with said escrow agent all sums of money required by the above terms of said sale to be paid by him on the delivery of deed, together with all written instruments, fully executed, whatsoever required of him at said time. The owner's deed mentioned above shall be a good and sufficient warranty deed conveying said described property to the second party, his heirs and assigns, free of all incumbrances excepting zoning ordinances, building, use and other restrictions of record and the following incumbrances:

Balance owing after credit for 10% down payment has accrued. Party of the second part agrees to pay his share of the closing cost.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Upon said deposit in escrow being made, the owner and the second party shall execute and deliver to the said escrow agent suitable and appropriate escrow instructions which shall direct and authorize said escrow agent to deliver the owner's said deed to the order of the second party to deliver to the order of the owner the moneys and written instruments so deposited by the second party as soon as the owner has delivered to the escrow agent for the grantee named in said deed a policy of title insurance issued by a reputable title insurance company authorized to do business within the State of _____, insuring (in a sum equal to said option price) the owner's marketable title in and to said real estate, free and clear of all incumbrances whatsoever excepting only those above stated and the usual printed exceptions.

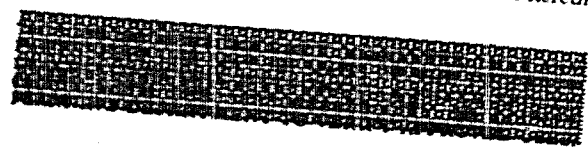
Should said option be exercised and should either party hereto fail to deposit the written instruments and the moneys required of him to be deposited pursuant to the foregoing terms and conditions, or should the owner fail to deliver to the escrow agent said title insurance policy within fifteen days after the execution and delivery of said escrow instructions, each party may withdraw from escrow all moneys and written instruments previously deposited by him.

All adjustments between the parties relative to taxes, insurance premiums, interest, rents and other matters shall be made as of the date of delivery of deed out of escrow; the expense of revenue stamps, title insurance and preparation of deed shall be borne by the owner; the fees and expenses of the escrow agent shall be shared equally between the owner and the second party.

The owner covenants and agrees to and with the second party that he is the owner of said property and has a valid right to sell and convey the same and to contract so to do. This document is an option and nothing more than an option and does not pass to or vest in the second party any right, title or interest whatsoever in or to the said described real estate. In the event that the second party does not so elect to exercise his said option within the time and in the manner stated, time being of the essence hereof, this instrument forthwith shall become null and void and of no further force or effect.

This contract shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, administrators, executors, successors-in-interest and assigns as well. It is understood that either party hereto may be more than one individual or a corporation; therefore, the parties hereto agree that if the context and the circumstances so require, the singular as used herein shall mean and include the plural, the masculine pronoun shall mean and include the feminine and the neuter and that generally all grammatical changes shall be assumed, made or implied so that the provisions of this agreement shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the owner has hereunto set his hand on March 30, 1988.



[Handwritten signature]
[Handwritten signature]
 2934 SUMMERS LN #17, Klamath Falls, OR 97603

IMPORTANT NOTICE: If the one who gives the above option is a creditor and the one to whom it is given is a customer as those words are defined in the Truth-in-Lending Act and Regulation Z, legal advice should be obtained as to whether Disclosures and other notices are required — and when. For a Notice of Right of Rescission see Stevens-Ness Form No. 1301 and for a Notice of Non-Rescission, Form No. 1303.

STATE OF OREGON,
 County of Klamath } ss.
March 30, 1988.

Personally appeared, the above named Robert L. [unclear]
Michelle [unclear]
 acknowledged the foregoing instrument as a voluntary act and deed.

[Notary Seal: Notary Public for Oregon, Commission Expires 10-22-88]
David M. Ross
 Notary Public for Oregon
 My commission expires: 10-22-88

STATE OF OREGON, County of _____) ss.
 Personally appeared _____, 19_____, and _____, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the secretary of _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
 Notary Public for Oregon
 My commission expires: _____ (OFFICIAL SEAL)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ of April A.D., 1988 at 3:40 o'clock P M., and duly recorded in Vol. M88 of Deeds on Page 4754

FEE \$10.00

By Evelyn Biehn County Clerk
Gertrude [unclear]