



OREGON ASSOCIATION OF REALTORS® SALE AGREEMENT & RECEIPT FOR EARNEST MONEY
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEE A COMPETENT ADVICE.

Klamath Falls, Oregon, 8-25, 1986

SALE AGREEMENT # A245199

1. Received of Milton G. & Lillie M. Durham hereinafter called "buyer."

2. The sum of \$ 1,000 in the form of cash, check, note, upon demand as earnest money and part payment for

3. the purchase of the following described real estate (the parties hereby authorize the Realtor® to attach the correct legal description if unavailable at the time of signing) situated in the City of Klamath

4. Falls County of Klamath and State of Oregon, to wit:

5. (legal description)

6. commonly known as: 1811 Crest (street address)

7. for the purchase price of Nineteen Thousand and no/100 -- -- -- Dollars \$ 19,000.00

8. on the following terms, to wit: The earnest money above received for \$ 1,000.00

9. { on Owner's acceptance } Sept. 1986 the sum of \$ 280.00

10. Upon acceptance of title and delivery of ☐ Deed ☐ Contract the sum of \$ 1,280.00

11. The balance of Seventeen Thousand Seven Hundred Two Hundred and no/100 17,720.00

12. payable as follows: Purchasers and Sellers agree to a Lease Option for 1 year.

13. Purchasers agree to pay \$280.00 per month and be due on the 5th of each

14. month. First payment is included in above. The full \$280.00 will be

15. taken off the beginning balance of \$17,720.00. At the end of the one

16. year 8-25-87 purchasers and sellers will renegotiate on a refinance.

17. Purchasers will get renters Insurance for their personal property

18. and sellers will carry Fire Only Insurance.

19. Purchasers agree to pay taxes when due and payable to sellers and

20. then seller in turn gives purchasers credit on purchaser price.

21. Purchasers will maintain property in same condition it is in now.

22. Purchaser may add and improve property at their own expense.

23.

24.

25.

26. If under the terms of this agreement buyer is being extended credit after closing by the seller, buyer's rights herein are not assignable without prior written consent of the seller

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

28. If this transaction is subject to buyer securing a new loan, buyer agrees to make written application not later than August 25 1987

29. complete necessary papers, and exert buyer's 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

30. required by lender, not to exceed \$ -0- 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

31. ordinances, building and use restrictions, utility easements of record, and those apparent upon the land and common to

32. real estate in that area.

33. 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 rods, shrubs and trees.

34. 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:

35. None

36. 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 purchased for the purchase price:

37. Shed, deck, underground sprinklers

38. 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.

39. Broker 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 the structure should be measured by buyers.

40. BUYER AND SELLER HAVE READ THE IMPORTANT ADDITIONAL TERMS ON REVERSE SIDE OF SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY BEFORE SIGNING. THESE ADDITIONAL ITEMS REGARDING TITLE INSUR-

41. ANCE, LIQUIDATED DAMAGES AND ATTORNEY FEES ARE INCLUDED IN THIS AGREEMENT. BUYER'S INITIALS _____ BUYER'S INITIALS _____ SELLER'S INITIALS _____ SELLER'S INITIALS _____

42. Seller and buyer agree to prorate the taxes for the current tax year, rents, interest, and other items as of: August 25 1986

43. Premiums for existing insurance may be prorated or a new policy issued at buyer's option. Buyer agrees to pay the seller for fuel, if any, in storage tank at date of possession. Encumbrances to be discharged by seller may be paid

44. at this option out of purchase money at date of closing. Date of closing on or before August 25, 1986 Lease Option starts 19

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

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

47. ☐ Place in REALTOR®'s client trust account, ☐ upon acceptance of offer transfer to the listing broker after it represents collected funds, ☐ deposit with N/A

48. as escrow. Possession of the above-described premises is

49. to be delivered to the buyer on or before August 25, 1986 1986

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

51. of the buyer and seller.

52. 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®.

53. FOR ADDITIONAL TERMS SEE ATTACHED ADDENDUM N/A

54. Listing REALTOR®: _____ Phone: _____ Address: _____

55. Selling REALTOR®: _____ Phone: _____ by: _____ Address: _____

56. AGREEMENT TO PURCHASE

57. 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 _____

58. days hereafter to secure seller's acceptance to hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be prepared in the name of _____

59.

60. THE MANNER IN WHICH A TITLE IS VESTED CAN HAVE MAJOR LEGAL AND TAX CONSEQUENCES. BUYERS ARE ADVISED TO CONSULT THEIR ATTORNEY OR TAX ACCOUNTANT.

61. BUYER'S INITIALS _____ BUYER'S INITIAL _____

62. Buyer hereby acknowledges receipt of a copy of this sale agreement and the signature of the buyer(s) and acknowledges that buyer(s) has not received or relied upon any statements made by the seller(s) or his agent(s) which are not

63. expressed in the sale agreement and receipt for earnest money.

64. 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

65. DEPARTMENT TO VERIFY APPROVED USES.

66. Address 4455 Bryant Ave. Buyer: Milton G. Durham

67. Phone 234-1937 Buyer: Lillie M. Durham

68. ACCEPTANCE

69. 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 and

70. marketable title, together with the deed or contract.

71. Address 5500 Silverwood Dr. SELLER: Mary Lee Lanning

72. Phone 884-7319 SELLER: Sandra C. Lanning

1988 AUG 12 AM 8 57

12983

Klamath Falls, Oregon
August 11, 1988

This Sale Agreement and Receipt for Earnest Money is being recorded as the Lease and Option Agreement wherein the Purchasers have exercised their option referred to herein and covers the following property, described as follows:

A tract of land situated in a portion of Lot 43, Block G, HOMECREST, a duly recorded subdivision in Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way line of Crest Street and the West line of said Lot 43, from which the Southwest corner of said Lot 43 bears South 00° 06' 23" West 75.00 feet; thence North 00° 06' 23" East along said Easterly right of way line 16.00 feet; thence South 89° 53' 37" East, parallel with the South line of said Lot 43, 298.78 feet to the Easterly line of said Lot 43; thence South 00° 04' 34" West 91.00 feet to the Southeast corner of said Lot 43; thence North 89° 53' 37" West along the South line of said Lot 43, 166.61 feet, more or less, to a point South 89° 53' 37" East 132.21 feet from the Southwest corner of said Lot 43; thence North 00° 06' 23" East, parallel with the West line of said Lot 43, 75.00 feet; thence North 89° 53' 37" West 132.21 feet to the point of beginning, with bearings based on the recorded survey map of said Minor Land Partition No. 32-85,

together with:

1980 Ridgewood Mobile Home, 14X66, S #09L16374.

Milton G. Durham
MILTON G. DURHAM

Lillie M. Durham
LILLIE M. DURHAM

STATE OF OREGON)
) ss.
County of Klamath)

August 11, 1988

Personally appeared the above named MILTON G. DURHAM and LILLIE M. DURHAM and acknowledged the foregoing instrument to be their voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission Expires: 11-24-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of D. L. Hoots the 12th day of Aug. A.D. 1988 at 8:57 o'clock A.M. and duly recorded in Vol. M88 of Deeds on Page 12982
Evelyn Biehn County Clerk
By [Signature]

FEE \$13.00

Return: D. L. Hoots
2261 S. 6th, K. Falls, Or. 97601