

1081 No. 671
Stevens-Ness Law Publishing Co.
Portland, Oregon 97201 OS

EARNEST MONEY RECEIPT

This is a legally binding contract.
If not understood, seek competent advice.

A. RECEIVED FROM MARSHALL R. HOEFLING City PORTLAND State OREGON MAY 14 1989
hereinafter called "purchaser" the sum of THREE THOUSAND AND 400 Dollars (\$ 3000.00)
in the form of CASH as earnest money and in part payment for the purchase of the following described real estate situated in the City of
County of KLAMATH State of OREGON Lot 15, Block 1 SUN FOREST
ESTATE S, TRACT 1060, COUNTY CLERK OF KLAMATH, COUNTY, OREGON
R 2310 036 DO 01500
for the sum of THREE THOUSAND AND 400 Dollars (\$ 3000.00)
on the following terms, to-wit: The sum, hereinabove received for, of
{ on owner's acceptance MAY 14 1989 (Strike which is not applicable)
{ on cash (Strike which is not applicable)
Upon acceptance of title and delivery of { deed (Strike which is not applicable)
contract, the sum of Dollars (\$)
Balance of Dollars (\$)
payable as follows: PAYMENT IN FULL

1. If this transaction includes dwelling units, purchaser and seller certify that a working smoke detector shall be installed in each such unit according to applicable law, prior to closing.
2. A title insurance policy from a reliable company insuring marketable title is to be furnished purchaser in due course of seller's expense; preliminary to closing, seller shall furnish a title insurance company's preliminary title report showing its willingness to issue title insurance, which shall be conclusive evidence as to seller's record title.
3. 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 marketable, 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 heretofore set forth, then the earnest money herein received for and additional earnest money, if any, shall be forfeited and disposed of as stated in Section F below and this contract thereupon shall be of no further binding effect.
4. 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
5. All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding fireplace fixtures and equipment), water heaters, light fixtures, bulbs and lamps, bathroom fixtures, venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows, attached floor coverings, 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.

ONE 1969 TRAILER 1721
6. Pro rata for current tax year, rents, interest, premiums for existing insurance and other matters shall be made as of the date of ☐ closing, date of ☐ possession. Date of closing is

1989. Date of possession is 1989, or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Any real property taxes, interest or assessment thereon which is attributable to periods before closing, but the due date for payment of which has been deferred, shall be paid by ☐ purchaser ☐ seller. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing.

7. 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. Purchaser is buying this property on purchaser's own examination only, and not on any representations of the seller or seller's agent.

8. 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 prevailing party's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) an appeal, if any, similar fees in the appellate court, to be fixed by the appellate court.

Listing Broker _____ Phone _____ Address _____
Selling Broker _____ By _____ Address _____
Broker _____
D. AGREEMENT TO PURCHASE

I hereby agree to purchase the above described property in its present condition, for the price and on the terms set forth above and grant to said broker a period of _____ days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. I acknowledge delivery of an executed copy of this earnest money receipt which I have read and understood; said deed or contract to be in the name of _____

Address _____ Purchaser

Phone _____ Purchaser

C. PURCHASER'S AND SELLER'S AGREEMENT RE DEPOSIT OF EARNEST MONEY

The Earnest Money deposit in this transaction of \$ _____ in the form stated above shall be deposited in the Client's Trust Account of the ☐ listing Broker, ☐ selling Broker

indicated above until this offer is accepted, whereupon the parties agree and direct that such funds be deposited (or retained) in the Client's Trust Account of _____, the listing broker to be held pending closing of this transaction.

Purchaser _____ Seller

Purchaser _____ Seller

D. AGREEMENT TO SELL

I hereby approve and accept the above sale for said price and on said terms and conditions and agree to consummate the same as stated

Seller's Address 3135 N.E. 53RD Portland, OR 97213 May 14 1989

Phone 287-8869 Barry McElroy

E. Deliver promptly to purchaser, either manually or by registered mail, a copy hereof showing seller's acceptance.

Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller. Copy hereof showing seller's signed acceptance sent purchaser by registered mail to purchaser's above address.

Date 6-19-89 Marshall R. Hoefling Purchaser

Evelyn Biehn Seller

F. SELLER'S CLOSING INSTRUCTIONS AND AGREEMENT WITH BROKER RE FORFEITED EARNEST MONEY

1. the seller whose signature appears below, agree to pay to said broker a commission amounting to \$ _____ for services rendered in this transaction and hereby grant to said broker a lien on the proceeds of the sale to secure payment of said commission. In the event that the purchaser's deposit is forfeited pursuant to sub-paragraph 3, above, said forfeited deposit shall be dispersed in accordance with the terms and conditions set forth in the listing agreement, or in the event it is not stated or there is no signed listing agreement, then in the following manner:

Seller acknowledges receipt of an executed copy of this contract, which seller has read and understands, bearing signatures of seller and purchaser named above.

Listing Broker _____ Seller

By _____ Seller

If this is a Co-op transaction between Listing and Selling Broker, the commission is based on the following: Listing Broker _____ %; Selling Broker _____ %; Broker's initials _____

NOTE: IF BLANK SPACES ARE INSUFFICIENT, USE S-N No. BID; HANCOY PAD, TO BE SEPARATELY SIGNED BY BUYER AND SELLER. FOR COUNTER-OFFER USE S-N No. 910.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Marshall R. Hoefling the 19th day
of June A.D., 19 89 at 2:29 o'clock P.M., and duly recorded in Vol. m89
of Dreda on Page 10912

FEE \$8.00

Return: Marshall R. Hoefling
91328 Coburg Rd., Eugene, Or. 97401

Evelyn Biehn, County Clerk

By Barbara M. Mullen