

OWNER'S SALE AGREEMENT AND EARNST MONEY RECEIPT

14942

May 16, 1990

19

RECEIVED OF Shelia Marie Beene

hereinafter called purchaser, \$ as earnest money and in part payment for the following described real estate situated in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows, to-wit: Lots 11 & 12, LESS the westerly 50 feet of said lots in Block 14, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, state of Oregon.

which we have this day sold to the purchaser for the sum of Thirty Five Thousand Dollars and no cents Dollars \$35,000.00; on the following terms, to-wit: The earnest money hereinabove receipted for \$; upon acceptance of title and delivery of deed or delivery of contract \$; balance of Thirty Five Thousand Dollars and no cents Dollars \$35,000.00; payable as follows: payments in the amount of Four Hundred Fifty Dollars and no cents a month with 10% simple interest compounded yearly on the unpaid balance. Payments due on the 15th day of each month, with a \$10.00 late fee past th 25th.

Payments are to start June 15, 1990

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 furnished 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 receipted 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 N/A days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted 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, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, 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 part of the property sold for said price:

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 June 1, 1990, 19. 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 herein 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:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Oma M. George Blackwell

Oma M. George Blackwell Owners

I hereby agree to purchase the above property and to pay the price of 35,000.00

Thirty Five thousand Dollars and no cents

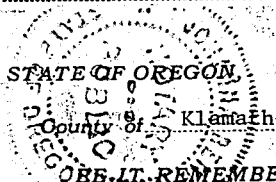
(\$ 35,000.00) Dollars as specified above.

Address P.O. Box 241  
Klamath Falls, Oregon 97601-0011

Purchaser Shelia M. Beene

Shelia M. Beene

Phone



ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BEFORE IT, REMEMBERED, That on this 16th day of May, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named \* \* \* OMA M. GEORGE BLACKWELL AND SHELIA M. BEENE \* \* \* named

known to me to be the identical individualS described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Shanna Berg

Notary Public for Oregon.

My Commission expires 7-9-93

3344

OWNER'S SALE AGREEMENT AND EARNST MONEY RECEIPT

FORM NO. 1112  
Revised 1-1-60  
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9345

Sheila Marie Beeneey

May 16, 1990

hereinafter called purchaser, and the following described real estate situated in the County of Klamath, State of Oregon, to-wit: the Western 1/4 of Section 30, T12N, R12E, S1W, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Sheila M. Beeneey the 16th day of May A.D., 19 90 at 11:51 o'clock AM., and duly recorded in Vol. M90 of Deeds on Page 9344.

FEE \$33.00

Evelyn Biehn - County Clerk  
By Pauline Mueller

Return: Sheila M. Beeneey

P.O. Box 241  
Chiloquin, Or. 97624

of the County of Klamath, State of Oregon, to-wit: the Western 1/4 of Section 30, T12N, R12E, S1W, in the County of Klamath, State of Oregon. The purchaser, Sheila M. Beeneey, hereby certifies that she is the owner of the above described real estate and that she has no other interest therein. She further certifies that she has no knowledge of any other person claiming an interest in the same. The purchaser, Sheila M. Beeneey, hereby certifies that she has no knowledge of any other person claiming an interest in the same. The purchaser, Sheila M. Beeneey, hereby certifies that she has no knowledge of any other person claiming an interest in the same.

Witness my hand and seal of office this 16th day of May, 1990.

Notary Public for Oregon  
My Comm. Expires 12/31/91

I hereby certify that the above property and to pay the price of \$35,000.00. The purchaser, Sheila M. Beeneey, hereby certifies that she has no knowledge of any other person claiming an interest in the same.

FORM NO. 1112  
Revised 1-1-60  
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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of May, 1990.