



COMMERCIAL - INDUSTRIAL - BUSINESS OPPORTUNITY LISTING CONTRACT

CLASS-CI

Listing No. _____

(2) Type (circle one only - must be current zoning, not potential use)

 (1) Area City Suburb Out (4) Price \$124,000
 (5) Address # 4839 (5) N/S/E/W (5) St. Name So. 6th Street (6) City Klamath Falls

Under the following mandatory categories, circle one number only in each category:

 (1) STATUS 30. Pending/No Show (1) SALE/RENT (1) LOCATION 5. Shopping Center or Mall
 (1) Active 50. Withdrawn 1. For Sale 1. Corner Lot 6. Downtown Area
 15. Temp Active 40. Expired 2. Rent 2. Industrial Area
 11. Temp Off Market 20. Sold 3. Both 3. Free Standing
 12. Pending/Show 4. Subdivided Bldg.

Dimensions, square footages and/or acreages are approximations and not guaranteed

 (2) Agent Kraig B. Weider Office SW (23) St Comm 3 (24) Agent Off. Phone# 884-3136 Res. # 882-4814
 (25) Owner/Mgr. Maynard Wood Phone# O/M 882-2513 (26) Listing Date 10, 22, 90 (27) Expiration Date 6, 30, 91
 (28) Tax Acct# 3909-2BD-2800 (29) Legal Portion of SE 1/4 Sec. 2, Twp 39, Rg 9 E.W.M.
 (30) Lot Size or Land Area 68x140 (31) Gross Annual Income/Year / (32) Assessed Value: Land/Improvements/Tax/Year 50,290,47,900,2401,89-90
 (33) Yr. Bld. (34) Cross Street Wiard (35) Motivation High (36) Building Sq. Ft. 3700 (37) Present Use Sewing Center
 (40) Projected Use Commercial-Retail (41) Business Name Klamath Falls Sewing Center
 Pertinent Info: (45,46) Brick block and frame building with attached living quarters
 (47,48)

(39) Circle as many as applicable in each category: (Tick line Alphabetically)

A. AGE 01. New, Never Occ. 02. 1 Day-10 Yrs. 03. 11-20 Yrs. 04. 21-30 Yrs. 05. 31-40 Yrs. 06. More than 41 Yrs. B. CEILING HEIGHT 01. Less than 8 Ft. 02. 8 to 10 Ft. 03. 11 to 12 Ft. 04. 13 to 14 Ft. 05. 15 to 16 Ft. 06. More than 16 Ft. 07. Varied Heights C. CONSTRUCTION 01. Frame 02. Brick Veneer 03. Concrete 04. Concrete Tilt-Up 05. Metal Fabricated 06. Stone/Block Veneer 07. Solid Brick/Masonry 08. Wood Siding 09. Metal Siding D. COOLING 01. Central Gas 02. Central Electric 03. Heat Pump 04. Evap. Cooler 05. Window Unit(s) 06. Other 07. None E. DOCK 01. Dock High 02. Pier Dock 03. Ramp Dock 04. No Dock 05. Rail F. DOCUMENTS ON FILE 01. Boundary Survey 02. Topography Map 03. Soil Survey 04. Aerial Photo 05. Legal Description 06. Plat Map 07. Operating P&L 08. Appraisal 09. Financial Details 10. Furnishings List 11. Fixtures List 12. Inventory List 13. Licenses List 14. Building Plans 15. Well Data 16. Photos G. DOOR SIZE 01. 8 Ft. High 02. 10 Ft. High 03. 11 Ft. High 04. 12 Ft. High 05. 13 Ft. High 06. 14 Ft. High 07. 16 Ft. High 08. 8 Ft. Wide 09. 10 Ft. Wide 10. 12 Ft. Wide 11. 14 Ft. Wide 12. 16 Ft. Wide H. FLOORS 01. Concrete Slab 02. Tile 03. Wood 04. Carpeting 05. Dets. 06. Heavy Duty 07. Other (see remarks) I. HEATING 01. Central FA Gas 02. Central FA Elec. 03. Heat Pump 04. Gas Furnace 05. Oil Furnace 06. Radiant Electric 07. Space Heaters 08. Solar Assist 09. Primary Solar 10. Hot Water 11. Wood 12. Propane-Less 13. Propane-Own 14. Fuel Oil 15. Other 16. None J. INSULATION 01. Unknown 02. Ceiling 03. Wall 04. Floor 05. Other K. LAND STATUS 01. Land Included 02. Land Leased 03. Other (see remarks) L. MISCELLANEOUS 01. Gas Hot Water Heater 02. Solar Assist 03. Hot Water Heater 04. Unit-Sept. Meter 05. Unit-Master Meter 06. Tenant Pays Util 07. Living Area in Bldg 08. Inside Storage 09. Outside Storage 10. Display Window(s) 11. Elevator 12. Fire Stairs 13. Fire Escape 14. Sprinkler System 15. Security Lighting 16. Security System 17. Janitorial Service 18. Rail Spur 19. Fencing 20. Gas Pumps 21. Tank-Gas 22. Auto Bay 23. Truck Bay 24. Auto Lift 25. Shelving 26. Other (see remarks) M. NUMBER OF STORIES 01. One 02. Two 03. Three 04. Four or More 05. Basement N. PARKING 01. Parking Lot 02. Parking Area 03. Parking Garage 04. Other 05. Covered 06. Off Site 07. Street Parking 08. Other (see remarks) O. PARKING SPACES (OFF STREET) 01. 1-5 02. 6-10 03. 11-20 04. 21 or more P. POSSESSION 01. On Closing 02. Tenants' Rights 03. Negotiable 04. Spec (see remarks) Q. ROAD FRONTAGE 01. State Highway 02. County Road 03. City Street 04. Private 05. Unimproved 06. None R. ROOFING 01. Composition 02. Wood Shingle 03. Wood Shake 04. Tar & Gravel 05. Tile 06. Metal 07. Built-Up 08. Other S. SERVICES INCL. IN RENT 01. Janitor 02. Utilities 03. Security 04. Trash Removal 05. Heat T. TERMS/NEGOTIABLE 01. Just in Escrow 02. Will Divide 03. Build to Suit 04. Exchange Only 05. Lease Only 06. Lease Back 07. Owner Will Carry 08. Assumption 09. Cash 10. Wrap-Around 11. Lease Option U. TYPE BUSINESS 01. Restaurant 02. Lounge/Bar 03. Motel/Hotel 04. Office 05. Retail Store 06. Medical 07. Industrial 08. Warehouse 09. Service Station 10. Grocery Store 11. Truck Stop 12. Beauty - Barber Shop 13. Laundromat 14. Professional Service 15. Service Building 16. Diversified 17. Other 18. Franchise 19. Others V. UTILITIES AVAILABLE 01. Electric 02. Gas 03. Water Well 04. City Water 05. Septic 06. City Sewer 07. Geothermal 08. Holding Tank 09. Water District 10. Sewer District 11. Other W. VACANT 01. Yes 02. No 03. Leased/Revised TO SHOW 04. Key 05. Lock Box 06. Appointment Only X. WALLS 01. Plastered 02. Sheet Rock 03. Concrete Block 04. Plaster 05. Metal 06. Wood 07. Unfinished 08. Parry-Cell 09. Exposed Insulation Y. ZONING 01. CH Neighborhood Comm 02. CC Community Center 03. GC General Commercial 04. CR Recreational Center 05. CT Transportation Comm 06. CH Highway Commercial 07. IL Light Industrial 08. IH Heavy Industrial 09. CH Commercial Center 10. PUD Planned Unit Development 11. MC Neighborhood Center 12. CC General Commercial 13. CI Commercial Light Industrial 14. I Industrial 15. Non-Conforming Use

 (51) Assumable (Y/N) (52) Accelerate (Y/N) (53) Qualify (Y/N) (54) Down Payment (55) Amort. Pmt. Amt. (56) Amort. Fee
 (57) First Mtg. Lender South Valley Bank (58) Loan Description SBA (59) Pmt. Loan Rate Variable (60) Approx Mtg Bal 67,000
 (61) As of/yr term (62) Pmt/Ptst \$ (63) Second Mtg Lender (64) Loan Description (65) Pmt. Int. Rate
 (66) Approx mtg bal (67) As of/yr term (68) Pmt/Ptst \$ (69) Annual Insurance

Remarks/Terms (first line of remarks shows with one-line print out) (45 characters/line)

 (72) Very nice interior, including attached living quarters, lowered ceilings, insulated
 (73) w/circulating fans, numerous electrical outlets. Corner lot with ample customer
 (74) and employee parking. Good access from So. 6th St. via turn lane and Wiard St.
 (75)
 (76)

You are hereby employed to sell or transfer the property described hereon. It is understood that you are a member of your local Multiple Listing Service and that you will refer this listing to said Multiple Listing Service members in compliance with its rules. I agree that each member of said Multiple Listing Service may act as a sub-agent in procuring or attempting to procure a purchaser under the terms of this agreement. You may, if desired, secure the cooperation of any other Broker or group of brokers in effecting the sale of said property. If a buyer or transferee, ready willing and able to buy or exchange for the property is produced by you or said Service co-operating with you for the listed price, terms and conditions, or at a price and terms that are acceptable to me, or that during your employment you place in contact with a buyer, to or through who

at anytime within 90 days after the termination of said employment I may sell or convey said property, I hereby agree to pay you in cash a commission equal in amount to 6% of said selling price. If, after expiration of this listing, I re-list the property with any other Broker, the foregoing obligation is null and void. In case of an exchange, I have no objection to your representing and accepting compensation from the other party to the exchange as well as myself. I authorize listing agent to obtain loan and insurance information.

The following items are to be left on the premises as part of the property sold: All irrigation fixtures and fixed irrigation equipment, plumbing and heating equipment (including all tanks, and portable heaters, including unattached fireplace fixtures), water heaters, electric light fixtures, light bulbs, bathroom fixtures, window blinds and screens, window and door screens, storm doors and windows, attached bookcases and carpets attached television antennas, all shrubs and trees. Listing agent is not responsible for any damage caused by freezing or vandalism.

This agreement expires at Midnight on April 30, 1991, but I further allow a reasonable time thereafter to close any transaction on which earnest money has been deposited in case any suit or action is filed to enforce the terms of this agreement. I agree to pay such additional sums as the court may adjudge reasonable as your Attorney's fees in said suit or action or appeal thereof. I agree to save you harmless against the claim of any buyer of said property arising out of alleged defects in construction, plumbing, electrical and improvements there is of which you had no knowledge, and all costs and Attorney fees incurred in connection therewith.

THIS LISTING IS AN EXCLUSIVE LISTING and you are hereby granted sole, exclusive and irrevocable right to sell or transfer this property. In the event of a sale of the above property or any part thereof by or any authorized person during the term of your exclusive employment or said expiration date, I agree to pay you this said commission just the same as if the sale had actually been consummated by you. I HEREBY ACKNOWLEDGE AND CERTIFY that I have received a carbon copy of this contract.

I represent and hereby warrant that I am the owner or authorized representative of the owner of said property, subject to the encumbrances listed above, the property description and listing information are correct and I shall furnish a good and sufficient deed, conveying a marketable title, and a policy of title insurance. I represent to you that I am not knowingly in violation of any zoning or land use ordinance, Department of Environmental Quality regulations or sub-surface sewage regulations. IN THE EVENT OF A FORFEITURE OF THE EARNEST MONEY AND ADDITIONAL EARNEST MONEY, LESS DEDUCTIONS FOR COSTS OF THE TITLE SEARCH, ESCROW FEE, SURVEY FEES, LEGAL FEES, APPRAISAL FEES AND ANY OTHER EXPENSES INCURRED IN PREPARATION

FOR CLOSING OF SALE, THE FORFEITED EARNEST MONEY SHALL BE DISBURSED: SELLER 50 REALTOR 50 TO THE EXTENT OF THE REALTOR'S TOTAL FEE WITH RESIDUE TO THE SELLER. I AUTHORIZE YOU TO PLACE THE SAID TRANSACTION IN ESCROW WITH A RELIABLE ESCROW AGENT, AND AGREE THAT I WILL PAY 1/2 OF THE ESCROW FEES.

Signature of Owner _____ Signature of Owner _____

Owner's Full Name M. Maynard Wood Telephone: 882-2513 Date Listed October 22, 1990

Owner's Address 4839 So. 6th, Klamath Falls, Or. Listed By Kraig B. Weider Office Stilwell-Weider

I have examined and approved the above listing. Broker's Address: 519 Main St., Klamath Falls, OR 97601

 If you do not understand the above you are advised to consult your Attorney before signing this listing.
 Copy Distribution: White - BROKER'S COPY; Yellow - MLS OFFICE COPY; Pink - OWNER'S COPY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Kraig B. Weider the 16th day
of May A.D., 19 91 at 12:09 o'clock P. M., and duly recorded in Vol. M91
of Miscellaneous on Page 9269.

FEE \$10.00

Evelyn Biehn - County Clerk

By Paula Mueland

Return: Kraig B. Weider
519 Main St.
Klamath Falls, Or. 97601

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