

## AGREEMENT FOR SALE OF REAL ESTATE

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THIS AGREEMENT, made this 2 day of December, 1989, between REALVEST INC whose principal place of business is 2001 E. FLAMINGO Ave. 204 CAS Vegas, NV 89119 hereinafter designated as SELLER, and: Jill A. Souvares 1509 Banner Cir CAS Vegas, NV 89102 whose principal place of business is 1509 Banner Circle CAS Vegas, NV 89102; hereinafter designated as BUYER.

WITNESS: That SELLER in consideration of the covenants and agreements hereinafter contained, agrees to sell and convey to BUYER and BUYER agrees to purchase the following described real property:

LEGAL: 2.57 acres gross Being Parcel 3, Block 41, Klamath Falls Forest Estate Highway 66 Unit 2, Klamath Co. Oregon.

IN CONSIDERATION therefore, BUYER agrees to pay to SELLER the sum of Four thousand and no/100 DOLLARS (\$ 4,000 ), lawful money of the United States, in the manner set below:

- (1) Upon execution and delivery of this Agreement, BUYER shall pay to SELLER the sum of Twenty five and no/100 DOLLARS (\$ 25.00 ), receipt of which is hereby acknowledged.
- (2) The further sum of N/A DOLLARS (\$        ) on the        day of       , 1989.
- (3) And the balance of Three thousand nine hundred seventy five DOLLARS (\$ 3975.00 ), at 12 percent simple interest to be paid in 144 monthly installments of \$ 52.23 or more beginning the 15 day of Feb, 1989, and on the 15 day of each month thereafter until paid in full.

IN WITNESS WHEREOF, said parties have hereunto fixed their signatures the day and year first above written.

Pauline L. Souvares  
SELLER

Jill A. Souvares  
BUYER

Jill A. Souvares  
BUYER

COVENANTS AND AGREEMENTS

OF

AGREEMENT FOR SALE OF REAL ESTATE

1. Taxes which accrue during the year of purchase by BUYER shall be prorated as of the date of execution of this Agreement. Thereafter, BUYER shall pay all subsequent taxes and all assessments levied subsequent to date of this Agreement.

2. BUYER shall have no right to cut or harvest any trees from the property excepting for his personal use until such time as the property is paid in full. No trees over 4" in diameter can be harvested.

3. BUYER shall construct no buildings upon the property that do not conform to applicable health and building codes of KLAMATH County, Oregon.

4. BUYER will allow no public nuisances to be created upon the property and will not allow the property to become unsightly.

5. It is understood and agreed that time is of the essence of this contract and should BUYER fail to comply with the terms hereof, then SELLER may, at his option, be released from all obligations in law and in equity to convey said property; and BUYER shall thereupon be deemed to have waived all rights thereto and all monies paid under this contract shall be deemed as payments to SELLER for the execution of this Agreement and for the rental of the premises.

6. SELLER, ten months from date of this Agreement, at the times and in the manner described, agrees at BUYER'S expense, to deliver a policy of title insurance, excepting: SELLER reserves all oil, gas and other hydrocarbon substances lying in, under or upon said property.

7. At BUYER'S request, SELLER will issue to BUYER, his heirs and assigns, ten months subsequent to the date of this Agreement, a Grant Deed secured by a Note and Deed of Trust to the subsequent property, provided that BUYER has adhered to all of the terms and conditions of this Agreement.

8. BUYER agrees to pay \$2.00 dollars monthly collection fee on each installment.

9. A late charge of 10% of monthly payment will be charged for any payment received ten days late.

10. Seller will allow buyer a one year exchange on any parcel of comparable price. Under no circumstances will seller refund any monies paid by Buyer.

11. BUYER agrees upon issue of Deed and Note to sign Estoppel deed in Lieu of foreclosure with 90 day grace period extended by Seller.

Pages 2 of 2.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Jill Olivares the 4th day  
of Feb. A.D., 19 92 at 10:34 o'clock A.M., and duly recorded in Vol. M92  
of Deeds on Page 2349  
By Evelyn Biehn County Clerk

FEE \$33.00

Return: Jill Olivares  
1871 Terrace Dr., Ventura, Ca. 93001