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10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer.

11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, subcontractors, subcontractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing.

12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.

14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.

15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seiler. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.

17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the 8th day of NOVEMBER , 1992 , unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. SPECIAL CLAUSES:

## Commission to Broker: The Seller hereby recognizes-___

as the Broker in this transaction, and agrees to pay as commission

_____Dollars (\$______) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission._____

## WITNESSES:

EOX 992, K-Falls, OR, 97601

Date	11-0-12
Date	Nov 8, 1992
	Buyer
Date	11-9-92
Date	22
	Seller
	OFFICIAL SEAL GRETA M. HONTON NOTARY FUBLIC - OREGON

Signed and sworn to (or affirmed) before me on

COMMISSION NO. 226002 MY COMMISSION EXPIRES FEB

> Records Clesk Notwy

State of Oregon County of Klamath

144 by

26393

EXHIBIT 'A'

26394

The following portion of Lot 6, Block 4, WEST KLAMATH FALLS, in the County of Klamath, State of Oregon.

Beginning at the Northeast corner of said lot 6; thence westerly on the line between Lot 5 and said Lot 6, 200 feet; thence Southernly, at right angles with the North line of said Lot, 52 feet; thence Easterly and parallel with said North line, 200 feet to street line; thence Northerly along the line of said street, 52 feet to the place of beginning, being a strip of land 52 feet wide off the North side of said Lot 6, Block 4.

CODE 1 MAP 3809-32CB IL 7800

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed fo	r record at reque Nov	est of the the day A.D., 19 <u>92</u> at o'clock <u>A</u> , and duly recorded in Vol day of Deeds 26202
FEE	\$40.00	of Deeds on Page26392, Evelyn Biehn & County Clerk By Daulyn Muelinalau