

NOTICE OF INTEREST IN REAL PROPERTY

Pursuant to ORS Chapter 93, and especially ORS 93.643, 93.635, 93.640, and 93.600, DOUGLAS K. IVEY does hereby give notice that he has and claims an interest in that real property located in Klamath County, Oregon, and more particularly described as:

Lot 2, Block 1, Arrowhead Village, Klamath County, Oregon, according to the Official Plat map thereof, also known as 27629 Pushkin Street, Klamath Falls, Klamath County, Oregon

The undersigned claims an interest in said real property pursuant to the terms of an earnest money agreement dated September 27, 1991, for the purchase of said real property for the sum of \$110,000. Said earnest money agreement was executed by Douglas K. Ivey or assigns on September 27, 1991, and was signed by Marilyn Baker Watkins, Melanie Logan and Melissa Coulter or by authorized representatives on their behalf on October 6, 1991. A true copy of the earnest money agreement is attached hereto as Exhibit "A" and by this reference incorporated herein.

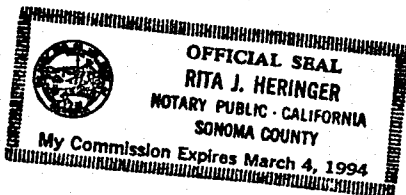
The undersigned asserts the right to purchase the real property described herein on the price and terms set forth in the earnest money agreement and is ready, willing, and able to do so.

DATED this 8th day of February, 1993.

Douglas K. Ivey
Douglas K. Ivey

STATE OF CALIFORNIA)
County of Contra Costa) ss.

Personally appeared the within Douglas K. Ivey and acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 8th day of February, 1993.



Rita J. Heringer
Notary Public for California
My Commission Expires: 3-4-94

Return: Ivey Family Partnership
P.O. Box 1221
Lafayette, Ca. 94549

27-'91 FRI 15:35 ID:THE PROCESSED WORD TEL NO:415 254-1904

#505 P01

a legally binding AGREEMENT. * EARNEST MONEY RECEIPT
Understood, seek competent advice.

~~25~~ Sept. 27

and purchaser offers to purchase the following described real property situated in the City of Klamath Falls County of Klamath
on to-wit: Lot 2, Blk 1, Arrowhead Village
(legal description)

~~27629 Pushkin Street~~

aka 222 S. 6th Sts, Klamath Falls, Oregon

for the purchase price of . One hundred ten thousand and no/100 dollars . . . , 110,000.00

on the following terms, to-wit: Earnest money herein receipted for of Three thousand \$3,000. (check.)

At or before closing, the balance of down payment, Forty-seven thousand - \$47,000.
Upon acceptance of title and delivery of ⁽¹⁰⁰⁾ ~~the~~ the sum of Sixty thousand and no/100. - \$60,000.

Upon acceptance of title and delivery of the CONTRACT, the sum of Sixty thousand and no/100 - \$60,000.
payable as follows: Seller to give Purchaser a contract in the amount of \$60,000. with
payments of not less than \$540. each month including principal and interest at
9% (nine percent) per annum. Purchaser to pay all property taxes when due and
provide proof of payment to seller. No penalty for early payment of balance.

_____ therefor not later than _____, 199____, complete necessary papers and exert best efforts to procure such financing; and if transaction is to be financed

through FMS or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender, not to exceed \$ _____.

SPECIAL CONDITIONS: Purchaser to pay for insurance on property in an amount not less than contract balance and name seller as additionally insured.

Parties acknowledge that property may be subject to City, County or State Smoke Detector requirements, and if new construction, R1C insulation disclosure requirements. THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The property may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in form 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. Unless otherwise herein provided, the property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in federal patents, utility easements of record which benefit the property or area in which the property is located and none except those of record.

including acceptable easements for access.

If seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to seller, or, having approved the sale, fails to consummate it, the earnest money herein receipted for shall be refunded, but acceptance by purchaser of the refund does not constitute a waiver of other remedies available to him; but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money herein receipted for and any additional earnest money paid or agreed to be paid shall be forfeited to seller as liquidated damages and this contract thereupon shall be of no further binding effect, it being the intention of the parties that purchaser may forfeit the earnest money and be free of any further obligations whatsoever.

all built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, attached linoleum, attached television antennas, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased except: **none**

The following personal property in its present condition, unless otherwise stated herein, is included in the purchase price: wood stoves and bronze refrigerator

The following fixtures are not owned by seller and are not being sold: none

Seller represents: that the above dwelling is connected to: XX a public sewer system, XX a cesspool or septic tank. If the property is NOT connected to a public sewer system Buyer acknowledges that the real property may become subject to a lien or assessment on account of construction of a public sanitary sewer system to serve the property or the area in which the property is located, that there may be a requirement in the future that the property be connected to that system and that assessments or charges related to the connection of the property to such a system or use thereof may be made against the property and its owner. I acknowledge that I have been advised to check with the appropriate city or county authorities to determine the status of plans for that sanitary sewer system as it may affect the above-described property, that I have not received any representations, assurances or agreements regarding that system or its effect on the property from the Sellers or any real estate agent and I agree that I will make whatever investigation I feel is appropriate and satisfy myself regarding those plans and that system, without reliance on any statements, assurances or agreements of either Sellers or any real estate agent involved in this transaction. Buyer agrees that he has investigated the sewer system plans and their impact on the property and use to the extent Buyer determines to be necessary. Seller represents that he knows of no material structural defects; that all electrical wiring, heating, cooling and plumbing systems will be in good working order and that the balance of the property including yard will be in substantially its present condition at the time purchaser is entitled to possession; that he has no notice of any liens to be assessed against the property; that he has no notice from any governmental agency of any violation of law relating to the property; except none

Prorates for current tax year, rents, interest, premiums for existing insurance and other matters shall be made of the date of 30 closing, date of closing is 10/15, 1991. Date of possession is 10/16, 1991; or as soon thereafter as suitable date and place.

tenants, if any. Any real property taxes, interest or assessments thereon which is attributable to periods before closing, but the due date for payment of which has been deferred, shall be paid by purchaser x seller. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. SELLER AND PURCHASER AGREE THAT SUBJECT SALE WILL BE CLOSED IN ESCROW, THE COST OF WHICH SHALL BE BORNE CO-EQUALLY BETWEEN SELLER AND PURCHASER.

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) on appeal, if any, similar fees in the appellate court, to be fixed by the appellate court.

Listing Broker ~~Realty Brokers~~ phone 256-3910 address 11112 NE Hqba
Selling Broker _____

Phone _____
Address _____
AGREEMENT TO PURCHASE _____
9-28-72

Buyer agrees to purchase the above described property in its present condition, for the price and on the terms set forth above and grants to said broker a period of 3 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 we read and understood; said deed or contract to be in the name of _____

PO Box 1221
Lafayette CA 94549

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

 Douglas K. Ivey or assigns
 September 2, 1991

disposed above until this offer is accepted, whereupon the parties agree and direct that such funds be deposited in accordance with the following:

Trust Account Address: 11412 NE Ralsey, Portland OR, 97220 in Realty Brokers Clients
to be held pending closing of this transaction pursuant to the attached escrow instructions.

Purchase Shirley J. Baker-Sutton

PURCHASER: John Doe 7.5 ms 12/6/91
 AGREEMENT TO SELL
 \$ - 78

Buyer's Name: Mr. J. H. Smith Date: 10/10/54 Address: 123 Main St., New York, N.Y.

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

Purchaser

Return receipt card received and attached to buyer's copy

3069

Additional terms and conditions to Sale Agreement & Earnest Money Receipt on reverse side dated September 27, 1991
Seller and purchaser acknowledge that a substantial amount of repair work is needed on property. Seller and purchaser agree to split costs on a 50/50 basis with seller's portion not to exceed \$10,000. Seller's portion to be deducted from selling price.
Upon acceptance of Earnest Money Agreement by seller, Purchaser to immediately order at Purchaser's expense, a septic inspection, water system inspection, and survey showing ingress and egress onto property. This sale is contingent upon Purchaser's acceptance of satisfactory inspections and survey confirming acceptable access.
Purchaser to immediately order at Purchaser's expense, a termite and building inspection and provide Realty Brokers with a copy of report to share with seller.
Purchaser may extend the escrow for a reasonable time to allow seller to deliver title as stated above.

Paul K. Ivey 9-27-91 Buyer's Initials & Date
Melinda L. Ivey 9/28/91 Seller's Initials & Date

ADDENDUM TO EARNEST MONEY CONTRACT

In reference to the foregoing Earnest Money Contract on reverse side between _____ Buyer(s) and _____ Seller(s), dated _____ 199____, for the real property known as _____
The below signed Buyer(s) and Seller(s) hereby agree to the following: All terms and conditions to remain the same except:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Douglas K. Ivey the 11th day of Feb. A.D., 19 93 at 11:32 o'clock A.M., and duly recorded in Vol. M93 of Deeds on Page 3067.

FEE \$20.00

Evelyn Biehn County Clerk
By Pauline Nielsen