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OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

RECEIVED OF Harry L. and Carol E. Mauch

May 3, 1994

money and in part payment for the following described real estate situated in the City of Klamath Falls as earnest
County of Klamath State of Oregon, described as follows, to-wit:TRACT No. 91, Pleasant Homes TRACTS No. 2Also known as 5132 Miller Avenuefor the sum of Thirty-two thousand and no/100 which we have this day sold to the purchaser
on the following terms, to-wit: The earnest money hereinabove received for \$ 500.00 Dollars \$ 32,000.00
upon acceptance of title and delivery of deed or delivery of contract
balance of Thirty-one thousand five hundred and no/100 Dollars \$ 31,500.00
payable as follows: All cash to the seller at closingTransaction to be closed in escrow

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 received 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 4 days and to make payments promptly, as hereinabove set forth, then the earnest money herein received 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 NONEOTHER
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 NO EXCEPTIONS

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: NONE

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 prorated 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 same, 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, whichever ever first occurs.

Possession of said premises is to be delivered to purchaser on or before January 1, 1995. 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 hereinafter 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.

Seller may be required to provide purchaser with a "as is" disclaimer or a property disclosure statement. (Chapter 547, Oregon Laws 1993.)

Further conditions: Purchase contingent upon purchase of 5143 So. 6th Street. Buyer has personally examined property and accepts it in its present "as is" condition, with all defects, both latent and patent as of May 3, 1994.
5/3/94 Robert L. Caster
5/3/94 Robert L. Caster

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT OR A FLOOD HAZARD ZONE. THE PROPERTY IS SUBJECT TO LAND USE LAW AND REGULATIONS, WHICH, IN FARMS OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING 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.

Owners

I hereby agree to purchase the above property and to pay the price of Thirty-two thousand dollars

(\$ 32,000.00) Dollars as specified above.

Address 5143 S 6th Street
Klamath Falls, OR 97603Phone 882-4528Purchaser Robert L. Caster
Carol E. Mauch

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Robert L. Caster the 20th day
of Sept A.D., 19 94 at 10:32 o'clock A M., and duly recorded in Vol. M94
of Feeds on Page 29623

FEE \$30.00

Evelyn Biehn County Clerk

By Doraine M. Henderson