

## OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

RECEIVED OF BRUCE E. BRINK

June 1, 1995

Klamath Falls, OR, 97603

hereinafter called purchaser, \$ 5,000.00, as earnest money and in part payment for the following described real estate situated in the City of \_\_\_\_\_, County of Klamath, State of Oregon, described as follows, to-wit:

3909-1BC-2800 (real estate) and M32930 (mobile home)

2046 PEDRIGET

## EXHIBIT "A"

Beginning at a point nine hundred ninety (990) feet north of an iron pin driven into the ground at the Southwest corner of the Northwest Quarter of Section 1 in Township 39 South, Range 9 East of the Willamette Meridian, which iron pin is 30 feet east of the center of a road intersecting the Klamath Falls-Lakeview Highway from the north and 30 feet north of the center of said highway; thence east 330 feet; thence south 66 feet; thence east 330 feet; thence north 273.5 feet; thence west 440 feet; thence south 191.5 feet; thence west 220 feet; and thence south 16 feet to place of beginning.

which we have this day sold to the purchaser for the sum of Forty thousand and no/100----- Dollars \$ 40,000.00 ;

on the following terms, to-wit: The earnest money hereinabove receipted for . . . . . \$ 5,000.00 ;

upon acceptance of title and delivery of deed or delivery of contract . . . . . \$ . . . . . ;

balance of . . . . . Dollars \$ 35,000.00 ;

payable as follows: Seller to carry balance in the form of a Note and Trust Deed at 8.5% per annum

with monthly payments of \$433.95 per month for a period of 10 years. There shall be a

collection escrow at Aspen Title & Escrow, Inc.

The parties hereto are aware that house on subject property has been burned in a fire and Buyer is purchasing property in "AS IS" condition.

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 receipted 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 \_\_\_\_\_ days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted 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 \_\_\_\_\_

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 \_\_\_\_\_ 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:  
All personal property situated thereon as of June 1, 1995

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 pro rated 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 sums, 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, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before COE, 19\_\_\_\_. 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 herein 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 an "as is" disclaimer or a property disclosure statement. (Chapter 547. Oregon Laws 1993.)

Further conditions:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM 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 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.

(503-469-9785)  
15697 PEDRIGET DR, BRICKHOUSES,  
AR 7415  
AT and O. Horn Owners

I hereby agree to purchase the above property and to pay the price of \_\_\_\_\_

Address \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars as specified above.  
Purchaser: Bruce E. Brink

Phone \_\_\_\_\_  
Return: Aspen Title Co.

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STATE OF OREGON,

County of Klamath

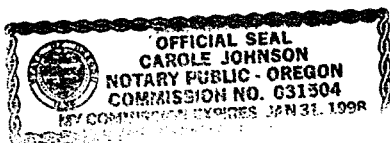
ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of June, 19 95,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Bruce E. Brink and Harold O. Horn

known to me to be the identical individual s described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



*Carol Johnson*  
Notary Public for Oregon.

My Commission expires January 31, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bruce Brink the 5th day  
of June A.D., 19 95 at 9:17 o'clock A M., and duly recorded in Vol. M95,  
of Deeds on Page 14683

FEE \$35.00  
copy 1.00

By *Bernetha G. Letch*  
Bernetha G. Letch, County Clerk