

06-14-95A10:09 RCVD

Form A120 **AGREEMENT TO SELL REAL ESTATE**

CHARLES L. WHITTINGTON; BARBARA JO WHITTINGTON AND RONDA DIETRICK  
 of ~~1509 N 7th, Spfd, Or. 97477~~ and ~~Dietrick at 660 Horn Ln, Eugene, Or. 97404~~  
 as Seller, and

~~CARY P. NORMAN AND SANDRA J. NORMAN~~  
 of ~~3000 Grater Lane, Newberg, Oregon 97132~~  
 agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE  
 TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS  
 FOR REAL ESTATE TRANSACTIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Lot 18, Block 7, Track no. 1042  
Two Rivers North, Klamath County, State of Oregon.

2. PURCHASE PRICE Fifteen Thousand and Five Hundred Dollars. Method  
 of Payment:

- (a) Deposit to be held in trust by WHITTINGTONS AND DIETRICK \$7,000 (DOWN PAYMENT)  
 (b) Approximate principal balance of first mortgage to which conveyance shall be  
 subject, if any, Mortgage holder: WHITTINGTONS AND DIETRICK \$8,500  
 Interest 9 % per annum: Method of payment 120 monthly installments of \$107.67  
 (c) Other: Monthly installments of \$107.67 on the 1st day of each month  
 (d) Cash, certified or local cashier's check on closing and delivery of deed (or such  
 greater or lesser amount as may be necessary to complete payment of purchase  
 price after credits, adjustments and prorations). after until the remain-  
balance shall be paid.

TOTAL \$ 15,500

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall  
 be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning,  
 restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters  
 appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said  
 easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed  
 mortgages, and purchase money mortgages, if any, (e) Other:

Seller warrants that there shall be no violations  
of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money  
 paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as  
 consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any  
 claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the  
 aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or  
 the Buyer shall have only the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the  
 right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite  
 or other wood-boring insect infestation on said property nor substantial damage from prior infestation on  
 said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for  
 the treatment required to remedy such infestation, including repairing and replacing portions of said  
 improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%)  
 percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may  
 pay the excess or cancel the contract.

8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right  
 to obtain a written report from a licensed roofer stating that the roof is in a watertight condition. In the  
 event repairs are required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to  
 three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing  
 contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price, Buyer may elect  
 to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all  
 appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and  
 pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order  
 at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to  
 Seller, to inspect the premises to determine that said items are in working order. All items of personal  
 property included in the sale shall be transferred by Bill of Sale with warranty of title.



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, 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 Seller. 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 19th day of May, 1995, 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 N/A as the Broker in this transaction, and agrees to pay as commission                      % of the gross sales price, the sum of                      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.

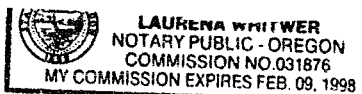
WITNESSED BY:

<u>Laurena Whitner</u>	<u>5-19-95</u>	<u>Gary P. Norran</u>	<u>5-19-95</u>
Witness	Date	Buyer	Date
<u>Laurena Whitner</u>	<u>5-19-95</u>	<u>Ronda Dietrich</u>	<u>5-19-95</u>
Witness	Date	Seller	Date
		<u>Barbara J. Whittington</u>	
		<u>Charles J. Whittington</u>	



15627

STATE OF OREGON,

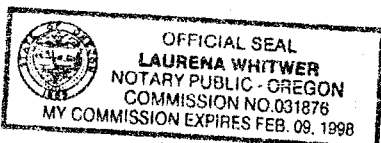
COUNTY OF Oregon Lane ) ss.

BE IT REMEMBERED, That on this 19th day of May, 19 95,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Gary P. Norman, Sandra J. Norman, Ronda Dietrick, Barbara J. Whittington,  
and Charles L. Whittington

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.



Laurena Whitwer  
Notary Public for Oregon

My Commission expires 2-9-98

N-65 11-810

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gary Norman the 14th day  
of June A.D., 19 95 at 10:09 o'clock A M., and duly recorded in Vol. M95,  
of Deeds on Page 15625.

FEE \$40.00

RETURN: Norman  
3000 Crater Ln  
Newberg, Or 97132

By Bernetha G. Latsch County Clerk