

1551
1648

06-15-95A10:14 RCVD

ORIGINAL

15906
15716
Vol. 115 Page

06-16-95P02:56 RCVD

To Be of Record in Klamath County, City of Klamath Falls, State of Oregon

Reference to: Earnest Money Agreement and Addendum's
of these Dates; but not limited to:
11/6/93 through 4/17/94

between the Parties known as:

Seller's: Bill Plummer, as Executor, of Estate of Catherine Weiser
Buyer: RL Peterson

To be known to the public and of record :

That the attached Earnest Money agreement and Addendum's are the true copies of the originals pertaining to the property known as 203 High St. (Exhibit "A" and Exhibit "B")

To be of record & recorded on the property commonly known as:

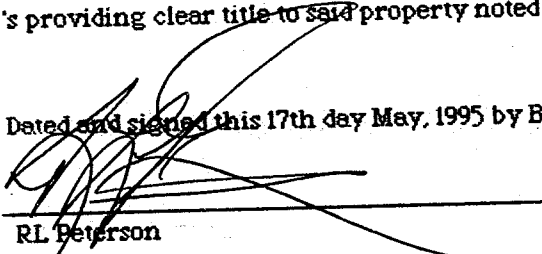
203 High St., Klamath County, Klamath Falls, State of Oregon

Legal description:

The Westerly 45 feet of Lot 5, Block 6, EWAUNA HEIGHTS
ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of
Oregon. CODE 1 MAP 3809-32BD TL 500

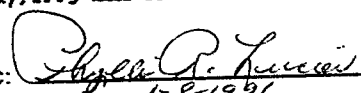
Further that it is the intent of the Buyer, RL Peterson to proceed
finalize and consummate said agreements as stated, upon and subject to
Seller's providing clear title to said property noted above.

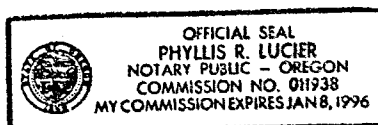
Dated and signed this 17th day May, 1995 by Buyer RL Peterson.


RL Peterson

Notary Public
State of Oregon

On this 17th day of May, 1995 this document was acknowledged before
me by RL Peterson.

Notary Public: 
My Commission expires: 1-8-1996



ORIGINAL

204

ITI-CAPITAL CORP.
OREGON ASSOCIATION OF REALTORS
SELLER'S COUNTER OFFER

5037765150

15717
15907

REALTOR

This is a Counter Offer to the Sale Agreement and Escrow for Earnest Money (taken after called "Sale Agreement") between
1. Rene Peterson
2. and Bill Peterson
3. dated 11-6-93 for property situated in or near the City of Shawnee County of Shawnee and State of Oregon and by or described as:
4. 203 High St
5. and commonly referred to as:

6. which buyer has offered to purchase for the purchase price of \$ 43,500 payable on the terms and conditions set forth in the referenced Sale Agreement.
7. Buyer has accepted buyer's offer set out in the Sale Agreement but seller is not satisfied with that offer and therefore rejects buyer's offer.
8. Seller hereby agrees to sell the property to buyer for the price of 45,700 forty five thousand seven hundred dollars on the following terms:
9. Seller will not be put into trust without written consent of seller.
10. Seller will not have counter or deposits.
11. Seller will have ECFM.
12. Buyer will have loan information in 10 days.
13. Collection expense to be set up at 7.90 per month 15 year.
14. Property to be sold as is, no warranties, no repairs.
15. subject to the following conditions:
16. acceptance of this offer - 30 days from
17. offer to keep terms & conditions constant & show
18. proof thereof.
19. all other terms & conditions remain the same.
20. Seller agrees to pay not more than \$ 0 for repairs/improvements required by lender.

FOR ADDITIONAL TERMS AND CONDITIONS SEE ATTACHED ADDENDUM

21. All other terms, additional terms, disclosures and conditions from the Sale Agreement, not specifically modified or changed by this Counter Offer, are ratified and adopted by seller and incorporated into this Counter Offer by this reference. If this Counter Offer is accepted by buyer as evidenced by signature below, on or before 12-14-93 when the referenced Sale Agreement is amended by this Counter Offer shall become a binding contract between the parties.
22. All closing, escrow, recording fees, and any other expenses shall be paid by seller on or before closing. Seller agrees to pay REALTOR'S & recording fees, seller's closing costs, and any other expenses on the property payable by seller on or before closing. Seller agrees to pay REALTOR'S & recording fees for services rendered in this transaction.
23. A (1) All closing & log of \$ 2,700 in cash; or (2) One separate Closing Instruction and Fee Agreement. In the event buyer accepts seller's offer, seller shall be required to complete the sale pursuant to the terms of the Sale Agreement and this Counter Offer, the Earnest Money (as defined and deposited at lines 25 through 100 of the Sale Agreement) shall be returned to seller, after deduction of any title insurance and escrow cancellation charges; Buyer 100 to REALTOR'S.
24. SELLER ACKNOWLEDGES THAT SELLER HAS READ AND FULLY UNDERSTANDS THIS COUNTER OFFER AND HAS RECEIVED A COMPLETELY FILLED IN COPY OF THIS COUNTER OFFER.

25. SELLER Bill Peterson, admin
26. SELLER Bill Peterson Date 12-14-93
27. Address: 2922 S 6th St Phone: Home 882-2121 Work 882-2121 Cell 882-2121
28. Listing Broker Bill Peterson Selling Broker Bill Peterson
29. Address 2922 S 6th St Address 2922 S 6th St
30. Phone 882-2121 By Agent Bill Peterson Phone 882-2121 By Agent Bill Peterson
31. If this is a co-op sale, the commission shall be divided as follows: Listing REALTOR'S % 5 Selling REALTOR'S % 5 Broker's INITIALS _____

32. BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER
33. 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 CHANGING OF 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 PERMITS.
34. SELLER'S OFFER IS MADE AS AN OFFER OF THE PROPERTY AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, GUARANTEE, OR REPRESENTATION, AND WITHOUT ANY LIABILITY TO THE SELLER OR ANY OTHER PARTY.

Exhibit A



OREGON ASSOCIATION OF REALTORS®
ADDENDUM TO SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

15908

15718

ADDENDUM # A

In accordance to the foregoing: 1. Sale Agreement and Receipt for Earnest Money # 075186 ☐ Seller's Counter Offer
between R.L. Peterson "buyer",
and B.L. Thompson, Adm. "seller",
for property situated in or near the City of Heppner, County of Wheeler, and State of Oregon and legally described as:

and commonly known as 203 High St.

When signed by buyer and seller, this Addendum is made a part of and incorporated by this reference into the Sale Agreement and Receipt for Earnest Money or Seller's Counter Offer referred to above.

Agreement of Closing date To April 1, 1994
For seller To Close title as per E.M. Agreement
#075186 Dated March 6, 1993

Date 3/14/94
Buyer [Signature]
Date 3/14/94
Buyer [Signature]
Selling Office [Signature]
Selling REALTOR [Signature]
Broker's Initials [Signature]

Date 3/14/94
Seller [Signature]
Date 3/14/94
Seller [Signature]
Listing Office [Signature]
Listing REALTOR [Signature]
Date 3/14/94
Broker's Initials [Signature]

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Capitol Industries the 15th day
of June A.D., 19 95 at 10:14 o'clock A M., and duly recorded in Vol. M95,
Mortgages on Page 15716
FEE \$20.00 INDEXED
By [Signature] Bernetha G. Litsch, County Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Capitol Industries the 16th day
of June A.D., 19 95 at 2:56 o'clock P M., and duly recorded in Vol. M95,
of Deeds on Page 15906
FEE \$15.00
RE-RECORDED TO CORRECT BOOK
By [Signature] Bernetha G. Litsch, County Clerk