

FORM No. 18
Stevens-Ness Law Publishing Co.
Portland, Oregon 97204

© 1990
NE

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

RECEIVED OF BILL AND DARLONE MATTOCKS APRIL 10th. 1996
3305 W. PRINCETON AV. hereinafter called purchaser, \$ 100.00 as earnest
 money and in part payment for the following described real estate situated in the City of Klamath Forest Estates
 County of Klamath, State of OREGON, described as follows, to-wit:

THE FOLLOWING PROPERTY(S), located in FIRST
 Addition to Klamath Forest Estates

Property # Block 32 Lot # 43 ON PHEASANT LANE
 Klamath Forest Estates

for the sum of Six thousand nine hundred and 00 which we have this day sold to the purchaser
 on the following terms, to-wit: The earnest money hereinabove receipted for \$ 100.00 Dollars \$ 6900.00
 upon acceptance of title and delivery of deed or delivery of contract \$ - 0 - Dollars \$ 6900.00
 balance of Six thousand nine hundred and 00 Dollars \$ 6900.00
 payable as follows:

Monthly payments of 100.00 at 10%
PER ANNUM payments due 8/month
Beginning 5/3/96

Payments to be made J. L. DEL RIO
P.O. Box 1341 FRESNO, CA 93715

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. If, 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 30 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

POSSIBLE MINERAL RIGHTS RESERVED TO OWNER
 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 N/A 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: N/A

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, whichever ever first occurs.

Possession of said premises is to be delivered to purchaser on or before 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 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.

Further conditions: NO PAYMENT PENALTY FOR AN EARLY DAY OFF.

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. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEI 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.

J. L. Del Rio
P.O. Box 1341, Fresno, CA, 93715
 Owners

I hereby agree to purchase the above property and to pay the price of Six thousand nine hundred
and 00 (\$ 6900.00) Dollars as specified above.

Return -
 Address J. L. DEL RIO
P.O. Box 1341
 Phone FRESNO CA 93715

Purchaser Bill Mattocks
Darlene Mattocks
3305 W. PRINCETON, Fresno CA 93722

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

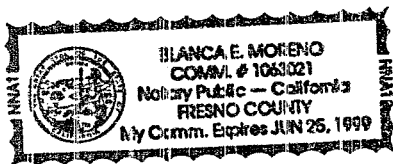
11857

No. 5907

State of California
County of Fresno

On April 11, 1996 before me, Blanca E. Moreno, Notary Public
DATE William Mattocks aka NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Bill Mattocks and Darlene Mattocks
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Blanca E. Moreno
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUALS
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Owner's Sale Agreement and Earnest Money Receipt
TITLE OR TYPE OF DOCUMENT

ONE
NUMBER OF PAGES

April 10, 1996
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES): _____

J.L. Del Rio
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of J.L. Del Rio the 29th day of April A.D., 19 96 at 9:00 o'clock A M., and duly recorded in Vol. M96 of Deeds on Page 11856.

FEE \$35.00

Bernetha G. Letsch, County Clerk
By [Signature]