

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

Vol 1199 Page 4082

A PURCHASED OFFER

Refers to our offer to the following real property (line of address and legal description):

(Purchaser)

and the following personal property (personal property in as is condition): TRK - SIE 5 - KELKEATOR - STOVE
By the purchase price of \$17,900.00 (check) *17,900.00*Deposited as follows: (a) earnest money herein received to the sum of \$100.00 Dollars \$100.00
(b) on 18, no additional earnest money; the sum of \$
(c) on delivery of deed contract, the sum of (balance of down payment) \$
(d) the balance of the purchase price \$61,400.00

payable as follows:

1/6/85 - PAYMENTS IN 12 MONTHS AMOUNT OF \$665.33, 1ST PAYMENT DUE 1/10/85, PAYMENT DUE 1/10/85 WITH A 1% LATE FEE ON THE 11TH DAY OF EACH MONTH. NO PAYMENT DUE ON THE 12TH DAY OF EACH MONTH. PAYMENT DUE ON THE 13TH DAY OF EACH MONTH. PAYMENT DUE ON THE 14TH DAY OF EACH MONTH. PAYMENT DUE ON THE 15TH DAY OF EACH MONTH. PAYMENT DUE ON THE 16TH DAY OF EACH MONTH. PAYMENT DUE ON THE 17TH DAY OF EACH MONTH. PAYMENT DUE ON THE 18TH DAY OF EACH MONTH. PAYMENT DUE ON THE 19TH DAY OF EACH MONTH. PAYMENT DUE ON THE 20TH DAY OF EACH MONTH. PAYMENT DUE ON THE 21ST DAY OF EACH MONTH. PAYMENT DUE ON THE 22ND DAY OF EACH MONTH. PAYMENT DUE ON THE 23RD DAY OF EACH MONTH. PAYMENT DUE ON THE 24TH DAY OF EACH MONTH. PAYMENT DUE ON THE 25TH DAY OF EACH MONTH. PAYMENT DUE ON THE 26TH DAY OF EACH MONTH. PAYMENT DUE ON THE 27TH DAY OF EACH MONTH. PAYMENT DUE ON THE 28TH DAY OF EACH MONTH. PAYMENT DUE ON THE 29TH DAY OF EACH MONTH. PAYMENT DUE ON THE 30TH DAY OF EACH MONTH. PAYMENT DUE ON THE 31ST DAY OF EACH MONTH. (CHECK IF APPLICABLE) SEE ADDENDUM A FOR ADDITIONAL PROVISIONS. *SELLER PAYS THE TAXES & UTILITIES*
Local Contingencies: if a loan is provided for above, Purchaser shall promptly apply and use best efforts to obtain that loan, and the sale and purchase are subject to the Purchaser and the property qualifying for the loan.Earnest Money Deposit: if this offer is accepted, the earnest money deposited for below shall be: (e) (use only if closing in escrow) deposited with escrow; or (f) retained by Seller, and either (i) applied at closing to the Purchase Price or otherwise retained by Seller as provided in this agreement, or (ii) retained by Seller until refundable to Purchaser as provided in this agreement.

Property included: as stated. With the following exceptions, Seller shall leave on the premises as part of the property purchased: all irrigation, plumbing, heating, cooling, electrical and lighting fixtures; attached oil tanks but excluding unattached sitepac equipment; built-in appliances; water heaters; bulbs and tubes; window treatments; window and door screens; storm doors and windows; attached floor coverings; attached television antenna; and all shrubs, plants and trees. The exceptions are (if none, so state):

Deed: The property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in fee simple, easements of record which benefit the property or area where the property is located and (if none, so state): *1/14*Seller Financing: If Seller will hold a contract or trust deed, the contract or trust deed shall require Purchaser to: (a) maintain the real property in good condition; (b) provide fire and casualty insurance on the real property; and (c) pay all amounts owing, due and payable; (b) recover Seller's reasonable attorney fees incurred in exercising Seller's remedies under the contract or note and trust deed; and (c) retain all amounts legally available. *BUYER TO PAY ALL CONSTRUCTION COSTS DUE TO MY INVESTMENT*Possession: Possession of the property is to be delivered to Purchaser within 1 day(s) after closing; on or before *1/14/86*. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Purchaser, other expenses prepaid by Seller for the property and accrued unpaid obligations relating to the property and for which Purchaser will be responsible, shall be prorated between Seller and Purchaser as of the date of possession. Real property taxes are based closing on account of prior special assessment of the property (e.g., as farm or forest property) shall be paid by Purchaser Seller (INDICATE WHICH). Purchaser shall pay Seller for heating oil in the tank at date of possession.Closing: Closing shall occur on or before *1/24/86*, 10 AM. (CHECK IF APPLICABLE) The transaction will be closed by the escrow company named above, with the escrow fee paid 50% by Seller and 50% by Purchaser. Seller may pay, out of the purchase money, encumbrances to be discharged by Seller.

Assignment: If any of the purchase price is to remain owing to Seller after closing, then Purchaser may not assign Purchaser's rights under this agreement without the written consent of Seller.

Seller's Representation: Seller represents that: (a) except as stated in writing in this agreement or in Seller's Property Disclosure, if any, Seller knows of no material structural defects in the real property including the heating, cooling, electrical and plumbing systems and equipment; (b) the residence is connected to a public sanitary sewer system, a cess pool or septic tank, a private well. Seller agrees that the real property including those systems and equipment shall be in substantially its present condition, at delivery of the property Disclosure or Disclaimer.Private Well: If the property is served by a private water well, Seller represents that: (a) the well has provided an adequate supply of water during the entire year for the uses it serves; (b) the well provides water for human consumption; (c) the continued use of the well and water complies with the laws of all governmental agencies to the best of Seller's knowledge the water is fit for human consumption; and (d) the well provides water for domestic use, upon Seller's acceptance of Purchaser's offer, Seller, if Seller's expense, will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon Health Division. Upon receipt, Seller shall submit the test results to the Oregon Health Division and Purchaser. If the written report of the test made by Seller shows a substantial deficiency in quality of the water after delivery of notice of termination, Seller agrees in writing to correct before closing, the deficiencies shown on the report. Purchaser understands that a complete professional inspection of the property is advisable. (CHECK IF PROFESSIONAL INSPECTION(S)) Purchaser may have the property and all elements and systems thereof (including any private water well serving the property) inspected by one or more professionals chosen and employed by Purchaser. If an inspector reports the presence of a material defective condition or of a lead-based paint hazard in the property, Purchaser may terminate the transaction by delivering to Seller, written notice of Purchaser's disapproval of the inspection report. Notice must be delivered within 10 days (or 14 days if not listed) after the date this agreement is made. Purchaser shall promptly provide a copy of the report to Seller if requested by Seller. Purchaser understands that if Purchaser does not give written notice of disapproval of an inspection report showing a material defective condition or a lead-based paint hazard, within the time provided above, that constitutes acceptance of the condition of the property.

SELLER'S INSPECTION: Purchaser has personally inspected the property and all elements and systems thereof. Purchaser is fully satisfied and has elected NOT to have an inspection performed by anyone else.

Lead-Based Paint: (Check and certify if property includes non-exempt housing constructed before 1978) See attached "Seller's Disclosure of Information on Lead-Based Paint and/or Smoke Detectors." Seller states that prior to closing a properly installed and functioning smoke detector(s) will be installed in each dwelling unit as required by law.

Title Insurance: As part of closing, Seller will furnish to Purchaser a title insurance company's report showing its willingness to insure title to the property. Purchaser shall give Purchaser a little insurance company's report showing its willingness to insure title to the property. Seller shall give Purchaser a title insurance company's report showing its willingness to insure title to the property. Purchaser shall accept this offer, or if Seller accepts this offer and fails to close the sale as provided in the agreement, the earnest money shall be refunded, but Purchaser's acceptance of the report is not a waiver of other remedies available to Purchaser. If Seller accepts this offer and is ready, willing and able to perform, and Purchaser fails to perform as and when provided in this agreement, then the earnest money and additional earnest money, if any, shall be paid to Seller and this contract will be of no further binding effect.

Statutory Disclosures: 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. IF THE PROPERTY IS TAXED AS HISTORIC PROPERTY, INCLUDE STATEMENT IN ORS 93.040(3)

Time/Exclusion/Binding Effect: Time is of the essence. This contract is binding upon the successors and permitted assigns of Purchaser and Seller.

Purchaser may revoke this offer any time prior to Seller's acceptance. If not accepted by *1/14/86* at *10:00 AM*, this offer is to be prepared in the name of *Purchaser*.Purchase: *1/14/86* Date of *1/14/86* for the property offered. *1/14/86* Date: *1/14/86* *10:00 AM* *1/14/86* Date: *1/14/86* *10:00 AM*Address (A): *3220 7th Avenue* Date: *1/14/86* *10:00 AM* Address (B): *3220 7th Avenue* Date: *1/14/86* *10:00 AM*Phone(s): *(503) 342-3420 & 503-342-2472* (B) *503-342-3420 & 503-342-2472* (C) *503-342-3420 & 503-342-2472* (D) *503-342-3420 & 503-342-2472* (E) *503-342-3420 & 503-342-2472* (F) *503-342-3420 & 503-342-2472* (G) *503-342-3420 & 503-342-2472* (H) *503-342-3420 & 503-342-2472* (I) *503-342-3420 & 503-342-2472* (J) *503-342-3420 & 503-342-2472* (K) *503-342-3420 & 503-342-2472* (L) *503-342-3420 & 503-342-2472* (M) *503-342-3420 & 503-342-2472* (N) *503-342-3420 & 503-342-2472* (O) *503-342-3420 & 503-342-2472* (P) *503-342-3420 & 503-342-2472* (Q) *503-342-3420 & 503-342-2472* (R) *503-342-3420 & 503-342-2472* (S) *503-342-3420 & 503-342-2472* (T) *503-342-3420 & 503-342-2472* (U) *503-342-3420 & 503-342-2472* (V) *503-342-3420 & 503-342-2472* (W) *503-342-3420 & 503-342-2472* (X) *503-342-3420 & 503-342-2472* (Y) *503-342-3420 & 503-342-2472* (Z) *503-342-3420 & 503-342-2472*

B. SELLER'S ACCEPTANCE/REJECTION/COUNTER OFFER AND RECEIPT FOR EARNEST MONEY (COMPLETE ONE OF THE FOLLOWING TWO OPTIONS):

 Seller accepts the Purchaser's offer and acknowledges receipt from the Purchaser of the sum of \$100.00. In the form of cash check promissory note. *1/14/86* Date: *1/14/86* *10:00 AM* Payable: on Seller's acceptance or on *1/24/86*Seller acknowledges receipt of an executed copy of this contract, which Seller has read and understands. *1/14/86* Date: *1/14/86* *10:00 AM* *1/14/86* Date: *1/14/86* *10:00 AM*Seller (*1/14/86*) Seller accepts Purchaser's offer and check if applicable. makes the attached counter offer. *1/14/86* Date: *1/14/86* *10:00 AM* *1/14/86* Date: *1/14/86* *10:00 AM*Address (A): *3220 7th Avenue* Date: *1/14/86* *10:00 AM* Address (B): *3220 7th Avenue* Date: *1/14/86* *10:00 AM*Phone(s): *(503) 342-3420 & 503-342-2472* (B) *503-342-3420 & 503-342-2472* (C) *503-342-3420 & 503-342-2472* (D) *503-342-3420 & 503-342-2472* (E) *503-342-3420 & 503-342-2472* (F) *503-342-3420 & 503-342-2472* (G) *503-342-3420 & 503-342-2472* (H) *503-342-3420 & 503-342-2472* (I) *503-342-3420 & 503-342-2472* (J) *503-342-3420 & 503-342-2472* (K) *503-342-3420 & 503-342-2472* (L) *503-342-3420 & 503-342-2472* (M) *503-342-3420 & 503-342-2472* (N) *503-342-3420 & 503-342-2472* (O) *503-342-3420 & 503-342-2472* (P) *503-342-3420 & 503-342-2472* (Q) *503-342-3420 & 503-342-2472* (R) *503-342-3420 & 503-342-2472* (S) *503-342-3420 & 503-342-2472* (T) *503-342-3420 & 503-342-2472* (U) *503-342-3420 & 503-342-2472* (V) *503-342-3420 & 503-342-2472* (W) *503-342-3420 & 503-342-2472* (X) *503-342-3420 & 503-342-2472* (Y) *503-342-3420 & 503-342-2472* (Z) *503-342-3420 & 503-342-2472*

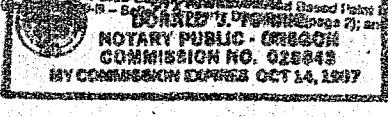
C. PURCHASER'S ACKNOWLEDGEMENT: Purchaser acknowledges receipt of a copy of Purchaser's offer showing Seller's acceptance, and confirms Purchaser's agreement to purchase the property.

Purchaser (*1/14/86*) Purchaser (*1/14/86*) Date: *1/14/86* *10:00 AM* *1/14/86* Date: *1/14/86* *10:00 AM*

For other forms to be used in this transaction, the publisher recommends G-M Form and Publication Nos. 503 - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-B - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-C - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-D - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-E - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-F - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-G - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-H - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-I - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-J - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-K - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-L - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-M - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-N - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-O - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-P - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Q - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-R - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-S - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-T - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-U - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-V - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-W - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-X - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Y - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Z - Seller's Disclosure of Information on Lead-Based Paint Hazards.

1/2 - Home and Residential; 503-A - Owner's Counter Offer; 503-B - Seller's Property Disclosure; 503-C - Seller's Property Disclosure; 503-D - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-E - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-F - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-G - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-H - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-I - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-J - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-K - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-L - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-M - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-N - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-O - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-P - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Q - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-R - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-S - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-T - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-U - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-V - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-W - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-X - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Y - Seller's Disclosure of Information on Lead-Based Paint Hazards; 503-Z - Seller's Disclosure of Information on Lead-Based Paint Hazards.

Please return your family from land in your home EPA pamphlet.



RESPONDENT'S REAL PROPERTY

Lots 7 and 8 in Block 44, GRANDVIEW ADDITION TO BONANAZA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 51 feet thereof, TOGETHER WITH A 1968 KIT MOBILE HOME with license plate #X91256 which is situate on the real property described herein.

Southwest 51' feet of Lots 7 and 8, Block 44, GRANDVIEW ADDITION TO BONANAZA According to the official plat thereof on file in the office of Klamath County Clerk of Klamath County, Oregon, TOGETHER WITH A 1979 SAME MOBILE HOME with license plate #X154699 which is situate on the real property described herein.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Dottie Hortshorn the 3rd day
 of February A.D. 1979 at 1:56 o'clock P.M., and duly recorded in Vol. M99
 of Deeds on Page 4082
 Return: Dottie Hortshorn Linda Smith, County Clerk
5004 Mazama Dr. by Kathleen Ross
 FEE \$35.00
\$20.00 Non-
Standard