

A. RECEIVED FROM S8803 Diana C. Gladden in the form of Cash as earnest money and part payment for the following described real estate:
(hereinafter called "buyer") the sum of \$ 27,000.00 in the form of CASH, CHECK, DRAFT
1405 Hope Street (41-38051-3630-17400) Lot 49 of
Lewis Tracts
together with the following personal property: None which we have sold to the buyer subject to the seller's approval for a total
purchase price of Twenty Seven Thousand Dollars \$ 27,000.00
on the following terms, to-wit: The earnest money hereinabove receipted for
(on owner's acceptance) Dec 23, 1989, as additional earnest money, the sum of
upon delivery (1) of the title report mentioned below and (2) of contract, the sum of
Balance of 0 Dollars \$ 0
payable as follows: paid in Full \$ 27,000.00

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 AP-
PROVED USES.

1. If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each such unit according to applicable law, prior to closing.
2. Seller shall furnish to buyer in due course of seller's expense a title policy insuring marketable title in an amount equal to purchase price of aforesaid real estate. Preliminary to closing,
3. If seller does not accept this sale within the period allowed broker below to obtain such acceptance, or if seller's title is not insurable and cannot be made so within 30 days after the date of said preliminary title report, the said earnest money shall be refunded, but buyer's acceptance thereof shall not constitute a waiver of other remedies available to him. But if seller accepts this sale and said title is insurable and buyer neglects or refuses to comply with any of said conditions, or to make all said required payments promptly, then said earnest money and additional earnest money, if any, shall be forfeited and disposed of as stated in Section F below and this contract will be of no further binding effect.
4. The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record and
5. Seller shall leave on the premises as part of the property purchased all irrigation, plumbing, heating and built-in appliances, fixtures and equipment (including oil tanks but excluding unattached fireplace equipment), water heaters, light fixtures, bulbs and tubes, bathroom fixtures, venetian blinds, shades, drapery and curtain rods, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all shrubs, plants and trees and other attached fixtures not herein expressly reserved or excepted.
6. Taxes for the current year, rents, interest, insurance premiums and other matters shall be prorated between buyer and seller. Any real property taxes, interest or assessment thereon which is attributable to periods before closing, but the due date for payment to which has been deferred, shall be paid by ☐ purchaser ☒ seller. Buyer shall pay seller for oil or other fuel on hand at date of possession and shall reimburse seller for sums held in seller's reserve account, if any, for any indebtedness on said property; all adjustments are to be made as of the date of delivery of possession unless otherwise specified. Encumbrances to be discharged by seller may be paid, at seller's option, out of the purchase money at date of closing. CLOSE IN ESCROW, YES ☐ NO ☒ IF CLOSED IN ESCROW, ESCROW COSTS TO BE SHARED EQUALLY BY SELLER AND BUYER. (INDICATE YES OR NO.)

Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, the buyer's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party therein agrees to pay the prevailing party therein (1) the prevailing party's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) on appeal, if any, similar fees in the appellate court, to be fixed by the appellate court.

Special conditions: Bake Gladden will pay Title Insurance on 1405 Hope Street Lot 49 of Lewis Tracts
Listing Broker None Phone None Address None
Selling Broker None Phone None By None Address None

AGREEMENT TO PURCHASE

I hereby agree to purchase the above described property in its present condition, for the price and on the terms set forth above and grant to said broker a period of 23 days here-
after to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. I acknowledge delivery of an executed copy of this earnest money receipt; said
deed or contract to be in the name of Diana Gladden Buyer

Buyer's Address 5441 Sylvia Ave Buyer X Diana Gladden
Klamath Falls, Oregon Phone 882-9433

BUYER'S AND SELLER'S AGREEMENT RE DEPOSIT OF EARNEST MONEY

The Earnest Money deposit in this transaction of \$ 0 in the form stated above shall be deposited in the Client's Trust Account of the ☐ listing Broker, ☒ selling Broker
until this offer is accepted, whereupon the parties agree and direct that such funds be ☒ deposited (or retained) in the Client's Trust Account of None
listing Broker, or ☒ deposited in escrow with None Address None
to be held pending closing of this transaction pursuant to the attached escrow instructions. Buyer X Bob Blakken Seller X Diana Gladden

AGREEMENT TO SELL

I hereby approve and accept the above sale for said price and on said terms and conditions and agree to consummate the same as signed.
Seller's Address 5441 Sylvia Ave Seller X Bob Blakken
Klamath Falls Oregon Phone 882-9433

E. Deliver promptly to purchaser, either manually or by registered mail, a copy hereof showing seller's signed acceptance sent buyer by registered mail to
Buyer acknowledges receipt of the foregoing instrument bearing his signature and that of the seller Copy hereof showing seller's signed acceptance sent buyer by registered mail to
showing acceptance. Buyer X Diana Gladden Buyer X Bob Blakken
Return receipt card received Dec 23, 1989
and attached to broker's copy Dec 23, 1989

SELLER'S CLOSING INSTRUCTIONS AND AGREEMENT WITH BROKER RE FORFEITED EARNEST MONEY

1. the seller whose signature appears below, agree to pay to said broker a commission amounting to \$ 0 for services rendered in this transaction and hereby grant to said
broker a lien on the proceeds of the sale to secure payment of said commission. In the event that the buyer's deposit is forfeited pursuant to sub-paragraph 3, above, said forfeited deposit
shall be dispersed in accordance with the terms and conditions set forth in the listing agreement, or in the event it is not stated or there is no signed listing agreement, then in the following
manner.
Seller acknowledges receipt of a copy of this contract bearing signatures of seller and buyer named above. X Diana Gladden Seller X Bob Blakken
By X Diana Gladden Selling Broker X Bob Blakken

NOTE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810
"HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND SELLER.

BROKER'S COPY: FILE IN DEAL ENVELOPE

001 DIANA S. CLADDEN
4123 Homedale ROAD
KLAMATH FALLS, OREGON
97603

27882

State of Oregon, County of Klamath
Recorded 7/13/99, at 10:58 a.m.

In Vol. M99 Page 27881

Linda Smith,

County Clerk

Fees 10- KR