

Aspen Title #01049960

## LAND/MOBILE SALE AGREEMENT

Thomas L. &amp; Christine L. Knapp - Sellers

P.O. Box 3155

Coos Bay, Or 97420

Potterton Powless wep  
Wanda Powless - Buyer

3410 Crest Street

Klamath Falls, Oregon 97603

TERMS/CONDITIONS/RESTRICTIONS/COVENANTS:

At no time while the first mortgage to the SBA or this contract is in place may the mobile home be sold, altered, destroyed, or moved off the property described in Addendum "A without written permission from SBA and sellers". At no time during this contract or while the first mortgage to SBA is in place can the land be subdivided and sold without written permission from the Sellers and SBA. At no time may there be any structural modifications, remodeling or major appearance changes to any of the buildings on the property without written permission from the sellers and/or SBA.

DOWN PAYMENT:

In consideration of payment received in the amount of \$3,500.00, and \$10,500 to be paid by monthly installments for 5 years at 7% interest; installments will be \$207.93 per months Sellers agree to ~~execute a warranty deed in favor of Buyer~~ *execute a warranty deed in favor of Buyer* ~~quitclaim to Buyer: Wanda Powless, 50% interest in the property described by the~~ warranty deed upon payment in full of the second mortgage which will be addendum "B" of this agreement. *which will be held in the Collection file at*

*Aspen Title along with this original Agreement.*

FIRST MORTGAGE PAYMENTS:

Wanda Powless will make regular payments to an established escrow account in the amount of \$588.00 per month on or before the 8th of each and every month to cover the payment of the first mortgage currently held by SBA. Amount to be assumed is \$107,515.76.

SECOND MORTGAGE PAYMENTS:

The second mortgage in the amount of the difference between the first mortgage assumption amount and the sales price of \$127,369.28, will be \$11,500.00 and will be carried as a second mortgage by sellers for 5 years at an interest rate of 7%. Wanda Powless will make a minimum monthly payment of \$207.93 on or before the 8th of each month.

LAND/MOBILE SALES AGREEMENTPAGE 2SECOND MORTGAGE PAYMENTS:(cont)

These payments are due in conjunction with the first mortgage payments and in no way constitute partial or replacement payments for the first mortgage. These payments are wholly separate from the first mortgage.

**TAXES:** Buyer, Wanda Powless agrees to assume full responsibility for all back taxes from 1995 through 1998 on the mobile home and from 1996 through 1998 on the property and will be responsible for all current taxes that come due for 1999 on both the mobile and property. Sellers, Thomas & Christine Knapp will be responsible for 1994 back taxes on the mobile. The back taxes on the mobile will be paid on or before April 1, 2000.

**INSURANCE:** Buyer, Wanda Powless will provide copies of a "full coverage" homeowners insurance policy including earthquake coverage to both the sellers and to SBA, upon closing naming SBA as first Beneficiary and sellers, Tom & Christine Knapp as second beneficiaries.. That policy or one comparable will remain in effect until the first mortgage is paid in full.

**DEFAULT:** In the event of a default [60 days of non payments of either or both mortgages ] mobile and property will immediately revert back to sellers. A notice of default will be filed and recorded and delivered and a 30 day notice to vacate premises will be issued. In the event that Wanda Powless remedies the default within that 30 day notice period, the contract will be restored in full. It is also agreed that should a default occur, all legal, attorney, court and/or collection costs will be the responsibility of Buyer; Wanda Powless and said party will reimburse in full, sellers and/or SBA for all costs incurred related to the default. Thomas & Christine Knapp will retain the right of recovery of all properties and structures until the SBA first mortgage is paid in full.

**OTHER PAYMENTS/CONDITIONS:** Buyer, Wanda Powless will be fully responsible make payments to Sellers or his representative for annual payments due to the Klamath Irrigation District, Sanitation District but not limited to these if other encumbrances are placed on the property by local, state or federal authorities until property is paid in full. Notification to buyers will be in writing as to the amounts due and must be paid in full before the due dates to avoid penalties, interest, late charges or liens and judgments. Should any penalties, interest, or service charges be due as a result of late payments or non-payment by Wanda Powless, Wanda Powless will be responsible for total amounts due.

Wanda Powless will maintain property described in addendum "A" in good repair and accept property and structures in as is condition and sellers make no warranty other than everything is And will

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be in working order at the time of closing. Wanda Powless will maintain electric and water service for as long as Thomas Lloyd Knapp is liable for the first mortgage to SBA.

OTHER PAYMENTS/CONDITIONS:

There is no prepayment penalty on either the first or second mortgage thereby allowing buyers to fully pay off or refinance if both loans are paid in full at the time of refinance.

Contents of this agreement will be as follows:

Contract (3 pages)

Addendum A - Legal description of property

CONCLUSION:

It is hereby mutually agreed by both parties: Thomas & Christine Knapp, Sellers and Wanda Powless, Buyer, that the above terms and conditions along with the Addendum listed are accepted and does hereby bind both parties to the terms and conditions by signed and notarized signatures of both parties or their designated representatives.

Buyer: Wanda Potterton Powless Date: 7/21/99

Wanda Powless Potterton Powless

Seller: Thomas Lloyd Knapp by Christine  
Thomas L. Knapp  
Christine L. Knapp  
(POA)

Seller: Christine L. Knapp  
Christine L. Knapp

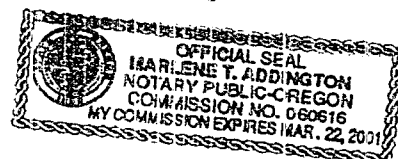
Date: 7-21-99

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Notary for the State of Oregon: Klamath County Seal: On July 21, 1999, personally appeared Wanda Potterton Powless and Christine Lynn Knapp also known as Christine Lynn Golden (former name) both for herself as attorney in fact for This agreement is represented in full by 3 pages of terms/conditions/restrictions/covenants and 4 single pages forms designated as Addendums A.

Thomas L. Knapp

County Records Seal: Klamath County, Oregon



## EXHIBIT "A"

Tract 19 and 20, Block 3, ALTAMONT ACRES, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion described as follows:

That portion of Lots 19 and 20, Block 3, ALTAMONT ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Northwest corner of Lot 20; thence East along the North line of said Lot 20, a distance of 101 feet; thence South on a line parallel to and 101 feet distant from the West line of said Lots 20 and 19 to the South line of said Lot 19; thence West on the South line of said Lot 19 a distance of 101 feet to the West line of said Lot 19; thence North on the West line of said Lots 19 and 20 a distance of 215.6 feet, more or less, to the point of beginning, said tract of land being the Westerly 101 feet of said Lots 19 and 20 in Block 3, ALTAMONT ACRES.

CODE 41 MAP 3909-10AC TL 100

State of Oregon, County of Klamath  
Recorded 7/22/99, at 10:38 a.m.  
In Vol. M99 Page 29188  
Linda Smith,  
County Clerk Fee \$ 45 RR