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State of Oregon, County of Klamath  
Recorded 07/02/2003 10:32 a m  
Vol M03 Pg 45627-31  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

Vol M03 Page 45627

## AGREEMENT TO SELL REAL ESTATE

*of*  
of Ireta Mae Mahoney  
and P.O. Box 37, Sprague River, Oregon as Seller,  
of William Ray and Kimberley Furney  
hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS  
AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. LEGAL DESCRIPTION of real estate located in  
State of Klamath County,

- (1) Lot 16, Blk 3, Klamath Country, Klamath County, St. of Oregon  
Book 20 Page 6 in office of county Recorder  
(2) Lot 18, Blk 3, Klamath Country in office of County Recorder  
(3) Lot 18, Blk 3 Acct 3509-240-2600 Township 35 Range 9 Sec 24C

2. PURCHASE PRICE

Thirty-eight thousand

Dollars.

Method of Payment:

- (a) Deposit to be held in trust by \$ 00.00  
(b) Approximate principal balance of first mortgage to which conveyance shall be  
subject, if any. Mortgage holder: \$ 38,000.00  
Interest 1 % per annum:  
(c) Other: \$  
(d) Cash, certified or local cashier's check on closing and delivery of deed (or such  
greater or lesser amount as may be necessary to complete payment of purchase  
price after credits, adjustments and prorations). \$

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: *in 300.00 K*

Terms: ~~\$350.00~~ monthly with a \$2000.00 payment each March til the full amount is paid.

Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

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18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the day of \_\_\_\_\_, 20\_\_\_\_, unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. RADON GAS: As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in \_\_\_\_\_. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. LEAD PAINT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. SPECIAL CLAUSES:

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This property is being sold AS IS

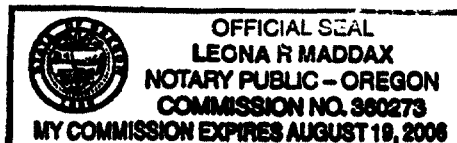
COMMISSION TO BROKER: The Seller hereby recognizes \_\_\_\_\_ as the Broker in this transaction, and agrees to pay as commission \_\_\_\_\_ % of the gross sales price, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date

*William R. [Signature]* 6/25/03  
\_\_\_\_\_  
Buyer Date  
*Leona R. [Signature]* 6/25/03  
\_\_\_\_\_  
Seller Date



## SELLER'S PROPERTY DISCLAIMER\*

Seller\*\* makes no representations or warranties as to the condition of the real property located at \_\_\_\_\_

15743 Nallit Way #15849 Nallit Way - 3<sup>rd</sup> floor no address  
(subject property address or legal description)

or any improvement thereon, and buyer\*\* will be purchasing the property "as is," that is, with all defects, if any.

Linda Mae  
 Seller's Signature

IRETA MAE M HONEY  
 Print or Type Name

5/13/2003  
 Date

\_\_\_\_\_  
 Seller's Signature

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Date

YOU HAVE SEVEN BUSINESS DAYS FROM SELLER'S DELIVERY OF THIS DISCLAIMER TO REVOKE YOUR OFFER BY DELIVERING YOUR SIGNED WRITTEN STATEMENT TO SELLER TO THAT EFFECT. YOU HAVE AN OBLIGATION TO PERFORM WITH DUE DILIGENCE YOUR OFFER TO PURCHASE IN GOOD FAITH.

Buyer acknowledges receipt of this disclaimer by signing below and agrees that buyer's acquisition of the property does not and shall not rely or depend upon any representation of seller or of any real estate licensee. Buyer ☐ does not (indicate which) waive buyer's statutory right to revoke buyer's offer to purchase the property.

William Ray Furey  
 Buyer's Signature

William RAY Furey  
 Print or Type Name

5-14-03  
 Date

\_\_\_\_\_  
 Buyer's Signature

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Date

Agent's (if any) signature

\_\_\_\_\_  
 Real Estate Licensee's Signature

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Real Estate Business

\* The publisher suggests that form users become familiar with ORS 105.475:

- (2) If a seller issues a disclaimer [S-N Form No. 1088 or equivalent] and a buyer has not then delivered to the seller a written statement waiving the buyer's right to revoke the buyer's offer, the buyer shall have seven business days after delivery of the disclaimer to revoke the buyer's offer by delivering to the seller a separate signed written statement to that effect.
- (3) If a seller issues a seller's disclosure statement [S-N Form Nos. 1089-A and 1089-B or equivalent(s)] and a buyer has not then delivered to the seller a written statement waiving the buyer's right to revoke the buyer's offer, the buyer shall have five business days after delivery of the seller's disclosure statement to revoke the buyer's offer by delivering to the seller a separate signed written statement to that effect.
- (4) If a buyer fails to timely deliver to a seller a written statement revoking the buyer's offer, the buyer's right to revoke the buyer's offer expires.
- (5) If a buyer closes the transaction, the buyer's right to revoke based on this Act is terminated.
- (6) If the seller fails or refuses to provide a disclosure or disclaimer as required under this section, the buyer shall have a right of revocation until such right is terminated pursuant to subsection (5) of this section.
- (7) If the buyer revokes the offer pursuant to this section, notwithstanding ORS 696.581, the buyer shall be entitled to immediate return of all deposits and other considerations delivered to any party or escrow agent with respect to the buyer's offer, and the buyer's offer is void.
- (8) When the deposits and other considerations have been returned to the buyer, upon the buyer's signed, written release and indemnification of the holders of the deposits and other considerations, the holders shall be released from all liability for the deposits and other considerations.
- (9) Any disclaimer or disclosure statement issued by the seller is part of and incorporated into the offer and the acceptance.

\*\* "Seller" and "buyer" may be more than one person. If so, all should sign. If either is a corporation or other entity, a person authorized to sign should do so.

SELLER'S PROPERTY DISCLOSURE STATEMENT (Page 2)  
(NOT A WARRANTY)

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5. STRUCTURAL (Continued)

- ☐ Yes ☒ No C. To your knowledge, are there smoke alarms?  
☐ Yes ☒ No If there are, which are electrical (hard-wired)? \_\_\_\_\_  
☐ Yes ☒ No D. To your knowledge, is there a woodstove? Make \_\_\_\_\_  
☐ Yes ☒ No Was it installed with a permit?  
☐ Yes ☒ No \*E. Are you aware of whether a pest or dry rot, structural or "whole house" inspection has been done?  
☐ Yes ☒ No \*F. Are you aware of any moisture problems in the structure (especially in the basement)? If yes, explain frequency and extent of problem on attached sheet.  
☐ Yes ☒ No G. Are you aware of a sump pump on the property?

6. SYSTEMS AND FIXTURES

If the following systems or fixtures are included in the purchase price, are they, to your knowledge, in good working order on the date this form is signed?

- ☐ Yes ☒ No A. Electrical system, including wiring, switches, outlets and service  
☐ Yes ☒ No B. Plumbing system, including pipes, faucets, fixtures and toilets  
☐ Yes ☒ No C. Hot water tank  
☐ Yes ☒ No D. Garbage disposal  
☐ Yes ☒ No E. Built-in range and oven  
☐ Yes ☒ No F. Built-in dishwasher  
☐ Yes ☒ No G. Sump pump  
☐ Yes ☒ No H. Heating and cooling systems  
☐ Yes ☒ No I. Security system ☐ Owned ☐ Leased

7. COMMON INTEREST

- ☐ Yes ☒ No A. Home Owners' Association? Name of Association \_\_\_\_\_  
Contact Person \_\_\_\_\_ Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
☐ Yes ☒ No B. Regular periodic assessments: \$ \_\_\_\_\_ per ☐ Month ☐ Year ☐ Other \_\_\_\_\_  
☐ Yes ☒ No C. Are you aware of any pending special assessments?  
☐ Yes ☒ No D. Are you aware of any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, pools, tennis courts, walkways or other areas co-owned in undivided interest with others)?

8. GENERAL

- ☐ Yes ☒ No A. Are you aware of any settling soil, standing water or drainage problems on the property or in the immediate area?  
☐ Yes ☒ No B. To your knowledge, does the property contain fill?  
☐ Yes ☒ No C. Are you aware of any material damage to the property or any of the structure from fire, wind, floods, beach movements, earthquake, expansive soils or landslides?  
☐ Yes ☒ No D. To your knowledge, is the property in a designated flood plain?  
☐ Yes ☒ No E. To your knowledge, is the property in a designated slide zone?  
☐ Yes ☒ No F. Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?  
☒ Yes ☒ No G. Are you aware of any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property?  
☐ Yes ☒ No H. To your knowledge, has the property ever been used as an illegal drug manufacturing site?

9. FULL DISCLOSURE BY SELLERS

- ☐ Yes ☒ No A. Other conditions or defects  
Are you aware of any other material defects affecting this property or its value that a prospective buyer should know about?  
B. Verification  
The foregoing answers and attached explanations (if any) are complete and correct to the best of my / our knowledge and I / we have received a copy hereof. I / we authorize all of my / our agents to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

Leona R Maddax LEONA R MADDAX 5/18/03  
Seller's Signature Print or Type Name Date

Leona R Maddax LEONA R MADDAX 5/18/03  
Seller's Signature Print or Type Name Date

\*If yes, attach a copy or explain on attached sheet.

II. BUYER'S ACKNOWLEDGMENT

- A. As buyer(s), I / we acknowledge the duty to pay diligent attention to any material defects which are known to me / us or can be known by me / us by utilizing diligent attention and observation.  
B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property and no such financial institution shall be bound by or have any liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.  
C. Buyer (which term includes all persons signing the "buyer's acceptance" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. YOU, THE BUYER, HAVE FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT. BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S DISCLOSURE STATEMENT.

William Ray Furey William Ray Furey 5-14-03  
Buyer's Signature Print or Type Name Date  
Kimberly Furey Kimberly Furey 6/25/03  
Buyer's Signature Print or Type Name Date

AGENT'S SIGNATURE:

Leona R Maddax LEONA R MADDAX 5/18/03  
Real Estate Licensee's Signature Print or Type Name Date

Real Estate Business

