

05 APR 25 PM 3:17

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Recording Requested By:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

State of Oregon, County of Klamath
Recorded 04/25/2005 3:17 P m
Vol M05 Pg 29083-84
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

When Recorded Return To:

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

Aspen 6522

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT: Owners Sale Agreement

GRANTOR: Stan C. Thomson / Mark Hoffman

GRANTEE: Diana L Lewis

CONSIDERATION: 48,500.00

DATE: April 25, 2005

This document is being recorded as an
accommodation only. No information
contained herein has been verified.
Aspen Title & Escrow, Inc.

26.00

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

A. PURCHASER'S OFFER: STAN C. THOMSON / MARK HOFFMAN ("Purchaser")
offer(s) to purchase the following real property in the County of KLAMATH State of Oregon (insert address and legal description):
303 NORTH ALAMEDA AVE
and the following personal property (personal property in as is condition):
for the purchase price of 48,500.00 FORTY EIGHT THOUSAND FIVE HUNDRED Dollars \$ 48,500.00
payable as follows: (a) earnest money herein received for of FIVE HUNDRED DOLLARS \$ 500.00
(b) on (date) APRIL 23, 2005, as additional earnest money, the sum of \$ 0
(c) on delivery of ☒ deed ☐ contract, the sum of (balance of down payment) DEED \$ 48,000.00
(d) the balance of the purchase price \$ 48,500.00
payable as follows: 500.00 EARNEST MONEY DOWN DOWN TO BE RETURNED TO
MT. HOFFMAN IF TITLE IS NOT CLEAR OF IN AND ALL KINDS
WITH THE EXCEPTION OF THE HOLDERS OF THE FIRST DEED OF
TRUST BY LANDLORD.
☐ (CHECK IF APPLICABLE) SEE ADDENDUM A FOR ADDITIONAL PROVISIONS.
Loan 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 received for below shall be: (a) (use only if closing in escrow) ☒ deposited with X
as escrow; or (b) ☐ 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/Excluded. 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 (including oil tanks but excluding unattached fireplace equipment); built-in appliances: water heaters; bulbs and tubes; window treatments; window and door screens; storm doors and windows; attached floor coverings; attached television antennae; and all shrubs, plants and trees. The exceptions are (if none, so state): NONE
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 Federal patents, recorded easements, declarations and covenants, conditions and restrictions which are part of the development, and (if none, so state) NONE
If the property is one to four dwelling units either completed or having \$50,000 or more of improvements completed within the last three months, Seller must comply with ORS 87.007 regarding possible construction liens.
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 customary casualty insurance naming Seller as an insured, for the full insurable value of the real property; and (c) pay all real property taxes and assessments when due. Purchaser's default shall entitle Seller to: (a) call 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) exercise all remedies legally available.
Possession. Possession of the property is to be delivered to Purchaser: ☒ within 2 day(s) after closing; ☐ on or before MAY 16, 2005 5 P.M.
Pro Rates. 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 and 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 assessed after 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 MAY 15, 2005 ☐ (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. At closing, Seller may pay out of the purchase money, encumbrances to be discharged by Seller.
Assignment. If any of the purchase price will remain owing to Seller after closing, Purchaser may not assign Purchaser's rights under this agreement without the written consent of Seller.
Seller's Representations/Warranties. Note: Seller may be required to give Purchaser a statutory Seller's Property Disclosure Statement. Such statements are of Seller's actual knowledge only, and are not warranties. Seller represents and warrants (check all that apply): (a) the residence is connected to ☐ a public sanitary sewer system; ☐ a cess pool or septic tank; ☐ a public water system; ☐ a private well; and (b) ☐ Seller has no actual knowledge of any material defects in the structure, utility systems or any other element of the property except ALL FEES PAID BY PURCHASERS X STAN C. THOMSON X
☐ (CHECK IF APPLICABLE) Purchaser waives Purchaser's statutory right to revoke Purchaser's offer (ORS 105.475(1)).
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) (if the well provides water for human consumption) to the best of Seller's knowledge the water is fit for human consumption; and (c) the continued use of the well and water complies with the laws of all governmental agencies. No other representations are made concerning the water supply and well. If the well provides water for domestic use, upon Seller's acceptance of Purchaser's offer, Seller, at Seller's expense, will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by Oregon Health Services. Upon receipt, Seller shall submit the test results to Oregon Health Services and Purchaser. If the written report of the test made by Seller shows a substantial deficiency in quality of the water, then Purchaser may terminate this transaction by delivering written notice of termination to Seller within 24 hours after receipt by Purchaser of the written test report, unless within 24 hours after delivery of notice of termination, Seller agrees in writing to correct before closing, the deficiencies shown on the report.
Inspections. Purchaser understands that a complete professional inspection of the property is advisable. CHECK ONE OF THE FOLLOWING TWO BOXES:
☐ 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 0 business days (seven if not filled in) 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.
☒ PURCHASER'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 comply if property includes non-exempt housing constructed before 1978) See attached "Seller's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards."
Smoke Detectors. Seller agrees 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 at Seller's expense a title policy in the amount of the purchase price and insuring marketable title. Prior to closing, Seller shall give Purchaser a title insurance company's report showing its willingness so to insure title to the property.
Earnest Money Payment/Refund. If Seller does not 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 refund 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/Essence/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 APRIL 21 o'clock 4 P.M., (date) April 21 2005, this offer is automatically revoked. Purchaser has an executed copy of this offer, which Purchaser has read and understands. The deed or contract is to be prepared in the name of
Purchaser (A): THOMSON DEVELOPMENT CO Date: April 21-05 (B): MARK HOFFMAN Date: 4-21-05
Address (A): PO BOX 197 KENO OREGON 97627
Address (B): Stan C. Thomson
Phone(s): (A) _____; (B) _____ & _____ Fax: (A) _____; (B) _____
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 \$ 500.00 in the form of ☒ cash ☐ check ☐ promissory note payable: ☒ on Seller's acceptance; or ☐ on (date) April 21, 2005, as earnest money and part payment of the purchase price, which Seller will handle as provided above. Seller acknowledges receipt of an executed copy of this contract, which Seller has read and understands.
☐ Seller rejects Purchaser's offer and (check if applicable) ☐ makes the attached counter offer.
Seller (A): Donald S. Lewis Date: 4-23-05 (B): _____ Date: _____
Print Seller Name(s): (A) Donald S. Lewis (B) _____
Address (A): _____
Address (B): W. 11th St Billy Caldwell 2736805
Phone(s): (A) _____ & _____; (B) _____ & _____ Fax: (A) _____; (B) _____
C. PURCHASER'S ACKNOWLEDGMENT: Purchaser acknowledges receipt of a copy of Purchaser's offer showing Seller's acceptance, and confirms Purchaser's agreement to purchase the property.
Purchaser (A): D Date: _____ (B): _____ Date: _____