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MTC- 70494 MS

Vol M05 Page 57485

State of Oregon, County of Klamath  
Recorded 07/26/05 10:59 A m  
Vol M05 Pg 57485-89  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

## LAND SALE CONTRACT

**Purchase and Sale:** The undersigned buyer Gabriel Faustinos ("Buyer") agrees to buy and the undersigned seller Randal W. Rose and Keiko Rose ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

Block 2, Lot 14, Latakomie Shores, Chiloquin, Oregon

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

Items that will NOT remain with the property: N/A

The Seller address is: 4945 San Jacinto Circle East, Fallbrook, California 92028. Phone 760-451-1823

The Buyer address is: 513 East Hillsdale, Englewood, CA 90302

**Purchase Price and Method of Payment:** Buyer warrants that, except as may be otherwise provided herein, Buyer will have at the time this agreement is signed and notarized, sufficient cash to complete the purchase of the Property, except for that portion the Seller has authorized for payment on the terms outlined in this Land Sale Contract.

4:10 PM

Return to: amt - MS

The Purchase Price to be paid is \$Eleven Thousand Dollars (\$11,000.00)

The terms of this Land Sale Contract are as follows:

1. Seller warrants the Property to be free of all liens and taxes are current.
  2. Seller warrants the Property to be available to the buyer at the time of this contracts effective date.
  3. Seller holds the right to limit the amount of timber removed from the property to include only that area needed to place a dwelling or structure, until the total price of the property including interest is paid.
  4. Seller to hold the Title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
  5. The Seller, at the time of title transfer, will provide the Buyer with a marketable title and title insurance identifying that no liens or judgments exist on the Property
  6. Seller will pay the Taxes and any special assessments on the Property each year and the Buyer will re-imburse the seller each year. Failure of the Buyer to reimburse the Seller for all taxes accrued from the date of this purchase within 90 days of the date due will void this Contract and the remaining amount owed on the Property will become due within 30 days. The Seller will notify the Buyer by Certified Mail if the Buyer is at default.
  7. The Seller will allow a grace period for the monthly payment of 15 days from the date due. If the payment has not been received within the grace period, a 25 percent penalty of the monthly payment will be assessed to the payment.
  8. The Seller reserves the right to take back possession of the Property if the Buyer is in default of the monthly payment by 90 days, at which time the Seller will notify the Buyer by certified mail of default. At this time the remaining balance, including interest will be due within 30 days. If full payment is not received at this time, the property will be considered foreclosed and the Buyer will forfeit all interest and payments made.
  9. If the Seller and Buyer can not work out any problems associated with the said property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.
10. The terms of payment are as follows:
- A) Purchase price \$11,000
  - B) The total amount financed is \$8,000
  - C) Down payment will be \$3,000
  - D) Payments of \$97.06 will be made monthly for a period of 10 years (120 months) at an interest rate of 8 percent simple interest.
  - E) Payments will begin on September 1, 2005 and will continue until September 15, 2015
  - F) Payments will be due on the 1 of each month and will be considered past due on the 15 of the following month
  - G) There is no prepayment penalty. This note can be paid off at any time. Only the interest accrued to the date of payoff will be assessed. Seller will record title Warranty Deed to the county of Klamath, state of Oregon, within 30 days of payoff.

#### Binding Agreement Date

This instrument becomes binding once the Buyer signs this instrument and a notary places their stamp.

We, Randal W. and Keiko Rose, have accepted this offer subject to the terms noted in this Land Sale Contract as a legal and binding contract.

IN WITNESS WHEREOF, the Buyer, Randal W. Rose & Keiko Rose has appeared before me and has executed this instrument with his signature.

57487

SELLER:

Randal W. Rose  
Randal W. Rose

Keiko Rose  
Keiko Rose

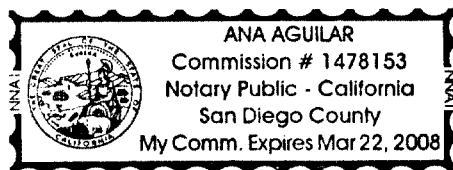
Randal W. Rose and Keiko Rose  
IN WITNESS WHEREOF, the ~~Buyer, Gabriel Puentes~~ Buyers, Randal W. Rose and Keiko Rose has appeared before me and  
has executed this instrument with ~~his~~ their signature.

BUYER:

State of California, county of San Diego

This instrument was acknowledge before me on July 22, 2005

By Randal W. Rose and Keiko Rose



Notary Public of California

My commission expires MARCH, 22, 2008

57483  
Acknowledgment is attached  
as 4<sup>th</sup> page to this Land Sale  
Contract document,  
(VP)

SELLER:

Randal W. Rose

Keiko Rose

IN WITNESS WHEREOF, the Buyer, **Gabriel Faustinos** has appeared before me and  
has executed this instrument with his signature.

BUYER:

Gabriel Faustinos 7-22-2005

State of \_\_\_\_\_, county of \_\_\_\_\_

This instrument was acknowledge before me on \_\_\_\_\_

By \_\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_

See attached  
Acknowledgment.

(VP)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

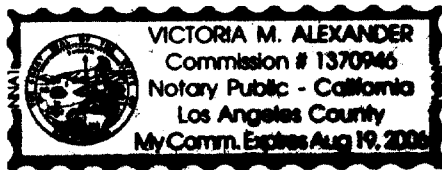
State of California

County of

Los Angeles

} ss.

On July 21, 2005, before me, Victoria M. Alexander,  
Date Name and Title of Officer (e.g., "Jane Doe" (Notary Public))  
 personally appeared Gabriel Jesus Faustinos,  
Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~  
 subscribed to the within instrument and  
 acknowledged to me that ~~he/she/they~~ executed  
 the same in ~~his/her/their~~ authorized  
 capacity(ies), and that by ~~his/her/their~~  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.

WITNESS my hand and official seal.

Victoria M. Alexander  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document:

Land Sale Contract

Document Date:

July 21, 2005

Number of Pages:

5 w/ Acknowledgmt.Signer(s) Other Than Named Above: none other.**Capacity(ies) Claimed by Signer**

Signer's Name:

Gabriel Jesus Faustinos☒ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Self

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

