

2008-009898

Klamath County, Oregon



00049472200800098980060060

COVER SHEET

ORS: 205.234

07/08/2008 03:24:14 PM

Fee: \$46.00

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

1st
1245581

After recording, return to:

Randal & Keiko Rose
4945 San Jacinto Circle East
Fallbrook, CA 92028

The date of the instrument attached is July 2 2008.

1) NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)

Land Contract Sale

2) PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:

Wood, Dennis

3) PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160

Rose, Randal & Keiko

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$ _____

5) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)

6) RE-RECORDED to correct: _____
Previously recorded as: _____

Full

LAND SALE CONTRACT

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

~~TWP 35 Range 11 Block 31 Tract FOR N2NE4SW4 15 acres in account R236213 AND TWP 35 Range 11 Block 31 Tract T2NE4SW4 15 acres in account R236213 AND TWP 35 Range 11 Block 31 Tract T2NE4SW4 15 acres in account R236213~~

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: NA

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

The Buyer address is: **Dennis Wood, 1310 Washington St. SW, Albany, OR 97321**

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.

The Purchase Price to be paid is **Twenty-Seven Thousand Dollars (\$27,000.00)**

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. The Seller will allow a grace period for the balloon 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.
5. 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.
6. The terms of payment are as follows:
 - A) Purchase price \$27,000
 - B) Earnst money held in escrow is \$2,700
 - C) Down payment will be \$8,000 at closing and \$10,000 at 180 days after closing interest free
 - D) Total balance due in one payment 12 months after closing for \$9,000 at an interest rate of 8.0 percent simple interest.
 - E) 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.
7. The following agreement is made concerning an easement to be attached to the title of the property
 - A) The buyer agrees to allow seller complete and unrestricted access across this property to access other property owned by the seller. This right will be transferred should the seller sell this other property. The new owner would then agree to the conditions of access set forth in the title.
 - B) Seller and buyer agree to share the road maintenance costs for the portion of the road that is located solely on this property. It is the buyers responsibility to make initial repairs the buyer feels necessary to provide better access through the property
 - C) This cost is considered in the \$8,000 price reduction for the land.

- D) If future maintenance is required, the buyer will notify seller within 60 days of any repairs to discuss schedule and budget.
- E) Buyer and seller need to agree on what maintenance is done before it is completed. If an agreement can not be reach, both the seller and buyer agree to have a 3rd party mediator settle the disagreement. Costs for this would be shared in half.
- F) Buyer accepts all conditions and situations concerning access to and from this property. Seller does not warrant or guarantee access. This is the buyer responsibility.

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.

SELLER:

Randal W. Rose

Keiko Rose

IN WITNESS WHEREOF, the Buyer, Dennis Wood has appeared before me and has executed this instrument with his signature.

BUYER:

Dennis Wood

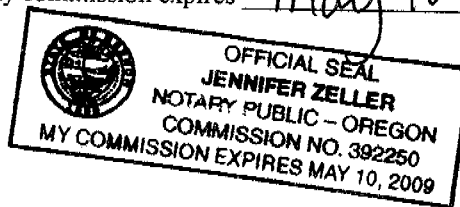
State of Oregon, county of Lincoln

This instrument was acknowledge before me on July 2nd, 2008

By Dennis Wood

Notary Public of _____

My commission expires May 10th, 2009



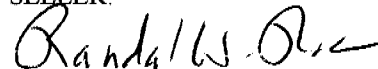
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- E) Buyer and seller need to agree on what maintenance is done before it is completed. If an agreement can not be reach, both the seller and buyer agree to have a 3rd party mediator settle the disagreement. Costs for this would be shared in half.
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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.

SELLER:



Randal W. Rose



Keiko Rose

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

BUYER:

State of _____, county of _____

This instrument was acknowledge before me on _____

By _____

Notary Public of _____

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 7/7/2008

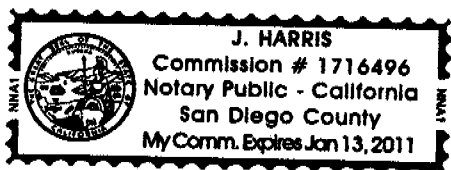
date

before me, J. Harris, Notary Public

Here, insert name and title of the Officer

personally appeared Randal W. Rose and Keiko Rose

Name(s) of Signer(s)



Place Notary Seal Above

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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: 7/7/2008

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Randal Rose

☒ Individual

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Signer's Name: Keiko Rose

☒ Individual

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I: THE E 1/2 NE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.
EXCEPTING THEREFROM THE E 1/2 NE 1/4 NE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL II: THE E 1/2 NE 1/4 NE 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

NOTE: This legal description was created prior to January 1, 2008.