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2009-008464

Klamath County, Oregon



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06/18/2009 11:19:51 AM

Fee: \$51.00

Ed & Deborah Oneilhe  
4294 N. Electric Ave  
San Bernardino, CA 92407

Seller's Name and Address

Esther Dennis  
2152 Gettle St.  
Klamath Falls, OR 97603

Buyer's Name and Address

After recording, return to (Name, Address, Zip):

AMERITITLE - COLL. DEPT.  
300 KLAMATH AVE.  
KLAMATH FALLS, OR 97601

SPACE RE  
FOI  
RECORDE

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Ed & Deborah Oneilhe  
4294 N. Electric Ave.  
San Bernardino, CA 92407

NAME

TITLE

By \_\_\_\_\_, Deputy.

REAL ESTATE CONTRACT

THIS CONTRACT, Dated March 2<sup>nd</sup>, 2009

, between

Ed & Deborah Oneilhe  
Oneilhe LYN

and Esther Dennis

, hereinafter called the seller,

, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

2152 Gettle St. Klamath Falls, OR 97603

With no prepayment penalty & no balloon. Payments due By the 10th of each month starting in May 2009. Buyer Responsible for: all cleaning & repairs prior to & after taking possession of property, for set up of account for monthly payments & nominal monthly billing fee w/ title, any payment more than 5 days late will have a \$50 late fee (with the exception of May 2009). Two thousand five hundred dollar deposit is non-refundable. This transaction is amortized over 12 yrs of monthly payments at 7.8% per annum until paid in full.

for the sum of Seventy nine thousand nine hundred Dollars (\$79,900.00), hereinafter called the purchase price, on account of which Two thousand five hundred

Dollars (\$2,500.00) is paid on the execution hereof (the receipt of which is hereby

acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Payments due by 10th of each month. May 2009 Rent payment to be \$494.08. Payments 2 through 13 to be \$857.30, all payments thereafter to be \$829.36 per month, minimum. If buyer makes larger than scheduled payments difference shall be applied to principle with 1st Lien Holder until paid in full. Buyer to have separate insurance. See Addendum #1.

The true and actual consideration for this conveyance is \$79,900.00 (Here comply with ORS 93.030.)

Without Interest, before May 2009 payment is \$77,400. (Seventy seven thousand four hundred dollars).

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 7.8% percent per annum from May 2009 until paid; interest to be paid monthly included in payment and ☐ in addition to ☒ to be included in the minimum regular payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of April 2, 2009.

The buyer warrants to and covenants with the seller that the real property described in this contract is

\* (A) primarily for buyer's personal, family or household purposes.

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.

The buyer shall be entitled to possession of the lands on April 2, 2009, and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against the property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$79,900.00 in a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. If the buyer shall fail to pay any such liens, costs, water rents, taxes or charges, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

(OVER)

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures.

51amt



**WARNING:** Unless buyer provides seller with evidence of insurance coverage as required by the contract or loan agreement between them, seller may purchase insurance at buyer's expense to protect seller's interest. This insurance may, but need not, also protect buyer's interest. If the collateral becomes damaged, the coverage purchased by seller may not pay any claim made by or against buyer. Buyer may later cancel the coverage by providing evidence that buyer has obtained property coverage elsewhere. Buyer is responsible for the cost of any insurance coverage purchased by seller, which cost may be added to buyer's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage. The coverage seller purchases may be considerably more expensive than insurance buyer might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The described premises are now subject to a contract or a mortgage (the word mortgage as used herein includes within its meaning a trust deed) recorded in the ☐ Deed ☐ Mortgage ☒ Miscellaneous Records of the aforementioned county in book/reel/volume No. 2000 on page 017487 or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (reference to which hereby is made) on which the unpaid principal balance thereof at this time is \$53,801.93 and no more, with interest paid to (date) 6-1-09, payable in installments of not less than \$ 242.68 per month

\_\_\_\_\_ the seller agrees to pay all sums due and to become due on the contract or mortgage promptly at the times required for the payments and to keep the contract or mortgage free from default; should any of the installments on the contract or mortgage so paid by the seller include taxes or insurance premiums on the premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of the installments so paid applicable to taxes and insurance premiums; should the seller for any reason permit the contract or mortgage to be or become in default, the buyer may pay any sums required by the contract or mortgage to be paid or otherwise perform the contract or mortgage and the buyer shall be entitled to credit for all sums so paid by buyer against the sums next to become due on the above purchase price pursuant to the terms of this contract.

The seller agrees that at seller's expense and within 7 days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any, and the contract or mortgage. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements and restrictions, and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;\*
- (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in the seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of the property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by the seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Seller, seller's agents, and the holder of any existing encumbrance to which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

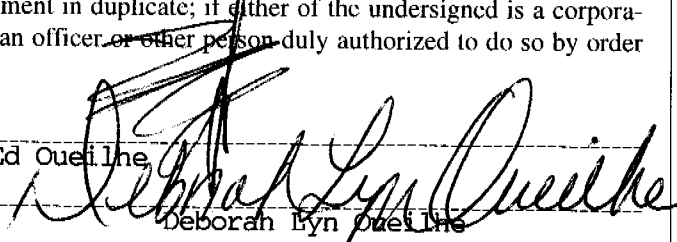
In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal.

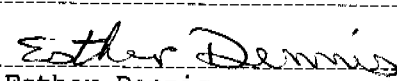
In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Ed Oueline  
  
Deborah Lyn Oueline

Esther Dennis  
  
Esther Dennis

\* SELLER: Comply with ORS 93.905 et seq. prior to exercising this remedy.

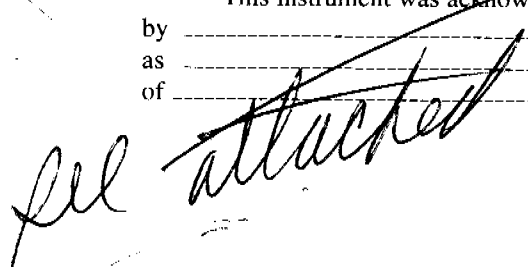
STATE OF OREGON, County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Notary Public for Oregon  
My commission expires \_\_\_\_\_



ATTN: Michelle Williams

## ADDENDUM TO REAL ESTATE SALE AGREEMENT

This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer  
Re: Real Estate Sale Agreement No. 100190B Dated 3-7-09 Addendum No. # 1

Buyer: Esther Dennis

Seller: Ed & Deborah Ouelhe

The real property described as: 2152 Gettle St. Klamath Falls, OR 97603

SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

With and in addition to the installment set forth above, payor shall pay an amount that is equal to  $\frac{1}{12}$  of the annual Real property taxes levied on the property described in the security instrument.

The initial amount of said tax payment shall be \$85.02 (tax amount) per month.

If the amount of annual Real property tax increases or decreases, the monthly tax payments shall be applied first to accrued interest and the balance to the principal on the note.

The payee shall pay the annual Real property tax on the property by November 15 of each year, and the taxes paid shall be added to the principal balance of the note.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Seller Signature Ed Ouelhe Date 6-5-09 a.m. \_\_\_\_\_ p.m.

Seller Signature Deborah Ouelhe Date 6-5-09 a.m. \_\_\_\_\_ p.m.

Listing Licensee Michelle Williams Selling Licensee Michelle Williams

Listing Firm Broker Initials/Date \_\_\_\_\_ Selling Firm Broker Initials/Date \_\_\_\_\_



ATTN: Michelle Williams

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Buyer Signature Esther Dennis Date 6/10/09 a.m. p.m.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m.

Listing Licensee Michelle Williams Selling Licensee Michelle Williams

Listing Firm Broker Initials/Date \_\_\_\_\_ Selling Firm Broker Initials/Date \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Beginning at a point on the West line of the Southeast quarter of Northwest quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, which is North 0° 35' West 516.2 feet from the Southwest corner of said Southeast quarter of Northwest quarter of Section 2; thence North 0° 35' West along said West line a distance of 75 feet; thence North 89° 25' East 135 feet; thence South 0° 35' East 75 feet; thence South 89° 25' West 135 feet to the point of beginning, being a parcel of land in the West half of West half of West half of Southeast quarter of Northwest quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino

} SS.

On June 5, 2009 before me, Bertha M. Maloncon, Notary Public

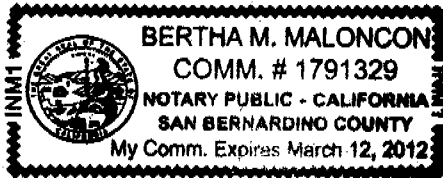
(DATE)

(NOTARY)

personally appeared \*Ed Oueilhe and Deborah Lyn Oueilhe\*

SIGNER(S)

☐ personally known to me - OR- ☒ 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.

*Bertha M. Maloncon*  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

☒ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Real Estate Contract  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

OTHER

State of Oregon

County of Klamath

This instrument was acknowledged before me on June 10, 2009, by  
Esther DENNIS

Debbie Sinnock  
(Notary Public for Oregon)

My Commission expires 9-8-09

