

2012-004531

Klamath County, Oregon



00117438201200045310040041

05/01/2012 01:26:59 PM

Fee: \$52.00

Contract Agreement to Sell Real Estate

Mr and Mrs James C. Marsden of Klamath Falls Oregon as Seller and Mr and Mrs Mark Weisenburger of Klamath Falls Oregon as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREIN AFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this contract.

Returned @ Counter

1. LEGAL DESCRIPTION of real estate:

5439 Avalon St

Located in Klamath County, State of Oregon

Parcel number: R-3909-015CA-00400-000

TAX STATEMENTS
MAILED TO: GRANTEED

2. PURCHASE PRICE: \$35,000 Dollars. Method of Payment: \$563.67 per month, 5% simple interest over a term of six years or 72 payments. There is no pre-payment penalty, meaning that the terms of this agreement can be accelerated at any time by making extra monthly payments. This payment is due on the first of each month, with a \$25 late payment if payment is made after the 5th.

3. DEED: Upon completion of this agreement, deemed as full payment of purchase price, Seller will transfer property to Buyer by executing a Bargain and Sale Deed or other suitable fiduciary deed as may be necessary, free and clear of any liens or encumbrances except zoning ordinances, building and use restrictions, reservations in Federal Patents, recorded easements or declarations and covenants.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Upon completion of payment, 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.

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. Monthly mortgage payments and payments for utilities, taxes insurance etc, must be made in a timely manner or this contract will deemed in default. No payment may fall more than 90 days in arrears or this contract will be in default.

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.

7. INSURANCE RESPONSIBILITY: Between the initial date of the contract and the date of closing, the property shall be insured by the Buyer for at least the value of the outstanding

balance owed. Current insurance information shall be forwarded to the Seller in a timely manner.

8. EFFECTIVE DATE: This contract shall commence on the 1st day of January 2012 and be effective until payments have been satisfied as stated above and Seller shall convey to Buyer title to subject property.

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

10. RADON GAS DISCLOSURE: 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. Additional information regarding radon and radon testing may be obtained from your county public health unit.

11. LEAD PAINT DISCLOSURE: "Every purchaser 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 of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

12. PROPERTY INCLUDED: Seller shall leave on the premisis as part of the property purchased: all buildings and structures as currently established, all plumbing, heating, cooling, electrical and lighting fixtures, appliances, water heaters etc, shrubs plants and trees.

13. MAINTENANCE RESPONSIBILITY: Buyer, at their cost, shall properly clean and maintain subject property, including but not limited to, all roofing, electrical, plumbing, septic, heating and cooling systems, lawn, and shrubbery, in a manner that would not detract from it's current value. All systems as the date of this contract are deemed by both parties to be in good working order with no faults. All future repair costs to such systems are to be paid for by the Buyer.

14. UTILITIES AND TAXES: During the terms of this contract, Buyer shall pay all property taxes, utilities and irrigation fees in a timely manner. Seller will forward all information regarding such to the Buyer.

15. RIGHT TO OCCUPY: Seller gives Buyer the right to occupy the property during the terms of this agreement.

By signing below I hereby agree to the terms and conditions of this contract:

Sellers:

(James C. Marsden)

Date:

12-20-11

(Robin L. Marsden)

Date:

12/20/2011

Buyers:

(Mark Wesenburger)

Date:

12-20-2011

MARK WEISENBURGER

(Marilyn Wesenburger)

Date:

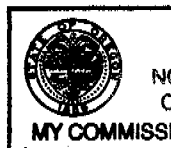
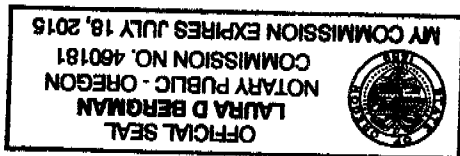
12-20-2011

MARILYN WEISENBURGER

As attested by me: Laura D Bergman (Notary)

Date Commission Expires: July 18, 2015

(Notary Seal)



16990

Exhibit A

The South 99 feet of Tract No. 21, ALTAMONT SMALL FARMS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion lying within Avalon Street.

CODE 024 MAP 3909-015CA TL 00400 KEY #578985

All-purpose Acknowledgment

STATE OF Oregon, COUNTY OF Klamath

On December 20, 2011 before me, the undersigned, a Notary Public
in and for said State, personally appeared

James Christopher Marsden, Robin Lee Marsden, Mark Douglas Weisenburger and
Martyn Weisenburger

☐ 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.

Signature

Name (type or printed)

My commission expires:

Laura D Bergman
Laura D. Bergman
July 18, 2015

