

2014-000497

Klamath County, Oregon

CONTRACT FOR DEED



00147482201400004970100108

01/21/2014 09:53:20 AM

Fee: \$87.00

THIS CONTRACT FOR DEED (this "Agreement") dated this 15th day of May, 2013

BETWEEN:

Brian S. Smith of 3453 Barnes Way, Klamath Falls Oregon 97603

(the "Seller")

OF THE FIRST PART

- AND -

*The statement writes to:*

& Howard Larman of 315 Division Street, Klamath Falls Oregon 97601

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 15th day of May, 2013, the Seller, for and in consideration of the sum of \$119,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:

315 Division Street

Klamath Falls, Oregon 97601

Map: R-3809-033AB-06900-000

Initials:                     

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Code: 001

Also Adjacent Lot to East

Map: R-3809-033AB-06900-000

Industrial, Lot 24, Block 20 (the "Premises").

**Purchase Price**

2. The purchase price (the "Purchase Price") of the Premises is \$119,000.00. The Purchaser agrees to pay \$10,000.00 upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$ 800.00, due on the 5th of each month, beginning on June 5, 2013 until the Purchase Price is paid in full.

**Interest Charges**

3. Interest of 8% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

**Lump Sum Payments**

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

**Property Taxes and Assessments**

5. For the duration of the Agreement, the Seller will be responsible for all taxes, and assessments levied against the Premises and may collect the same from the Purchaser by giving 30 days notice in writing.

**Insurance**

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of

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*[Handwritten signature]*

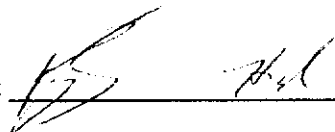
insurance.

8. The Purchaser is hereby advised and understands that the Premises is not insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.
9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.
10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon renewal of such insurance within two weeks of renewal.

**Purchaser's Default**

11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 60 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

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13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

**Seller's Right to Reinstate Agreement After Default**

15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:
  - (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
  - (ii) cure any defaults that have occurred; and
  - (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
16. All payments made under the preceding provision must be made in a form acceptable to both parties.

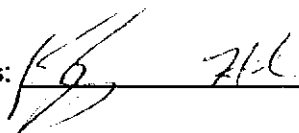
**Assignment or Sale of the Premises**

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

**Deed and Evidence of Title**

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances except for the following liens, charges, and encumbrances: Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City Utah 84165-0250 SPS FedID#: 87-0465626 Loan#0010624567.

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**Notices**

19. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Howard Larman of 315 Division Street, Klamath Falls Oregon 97601.

If to the Seller:

Brian S. Smith of 3453 Barnes Way, Klamath Falls Oregon 97603.

**Charges for Late Payment**

20. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$0.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

**Conveyance or Mortgage by Seller**

21. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
22. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

**Security**

23. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

**Time of the Essence**

24. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

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**Attorney Fees**

25. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

**Entire Agreement**

26. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

**Amendments**

27. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

**Waivers**

28. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

**Severability**

29. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Oregon (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
30. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Initials:  

**Interpretation**

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Joint and Several Liability**

32. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

**Heirs and Assigns**

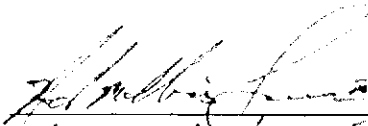
33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

**Additional Clauses**

34. Purchaser will pay to seller the Property Tax Escrow payment each month. The payment for the remainder of 2013 is \$71.00 (Seventy One Dollars and Eleven Cents).
35. Seller will retain a second lien on the property for the difference between balance due May 15, 2013 to Select Portfolio Services and to Seller.

**IN WITNESS WHEREOF** the Seller and Purchaser have duly affixed their signatures under hand and seal on this 15th day of May, 2013.

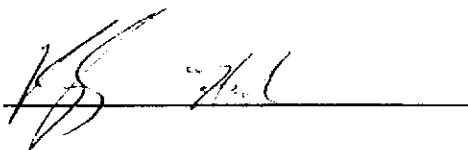
  
\_\_\_\_\_  
Brian S. Smith (Seller)

  
\_\_\_\_\_  
Howard Keith Leonard III

Initials:  \_\_\_\_\_

Howard Larman (Purchaser)

Initials:



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**SELLER ACKNOWLEDGMENT**

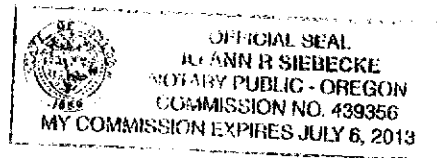
STATE OF OREGON

COUNTY OF KLAMATH

The instrument was acknowledged before me on the 15th day of May, 2013, by Brian S. Smith.

John R. Siebecke  
Notary Public

My commission expires: 7.6.13



Initials: BS J.S.

## PURCHASER ACKNOWLEDGMENT

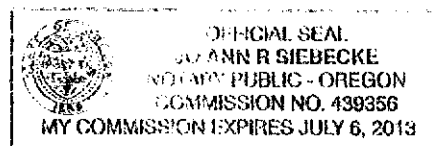
STATE OF OREGON

COUNTY OF KLAMATH

The instrument was acknowledged before me on the 15th day of May, 2013, by Howard Larman.

John R. Siebecke

Notary Public



My commission expires: 7.6.13

## DISCLOSURE REQUIREMENTS

We recommend that you provide the Purchaser with an Amortization Schedule detailing the payments to be made for the duration of this Agreement.

If the house you are selling was built prior to 1978, the Seller is required to deliver a lead paint disclosure to the Purchaser. If this applies to your sale, please visit <http://www.hud.gov/offices/lead/enforcement/disclosure.cfm> and print off the lead paint pamphlet and disclosure form.

If you have any questions or concerns regarding what needs to be disclosed, please contact a local attorney.

Drafted by: Brian S. Smith of 3453 Barnes  
Way, Klamath Falls Oregon 97601

Return to: Howard Larman of 315 Division  
Street, Klamath Falls Oregon 97601

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