

BLS

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED

2014-012163

Klamath County, Oregon



00161833201400121630020026

11/21/2014 11:29:32 AM

Fee: \$47.00

SPACE RESERVED
FOR
RECORDER'S USE

Bindi Bushey/also known as
Bindi Mauer 2525 Co. Rd. 56
Alturas, CA 96101
Grantor's Name and Address
Gallagher Family Trust
P.O. Box 359
Chiloquin OR 97624
Grantee's Name and Address

After recording, return to (Name and Address):

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

Gallagher Family Trust
P.O. Box 359
Chiloquin, OR 97624

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Bindi Bushey aka Bindi Mauer

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Gallagher Family Trust / Cynthia A. Gallagher, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in _____ County, State of Oregon, described as follows (legal description of property):

Lot 4 in Block 2 original town of Chiloquin, according to the official plat there of on file in the office of the county clerk of Klamath County, OR

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000. However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☒ the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument on 11-21-14; any signature on behalf of a business or other entity is made with the authority of that entity.

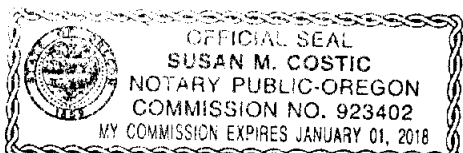
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATE OF OREGON, County of Klamath ss.This instrument was acknowledged before me on _____ by BINDI MAY BUSHEY

This instrument was acknowledged before me on _____ by _____ as _____ of _____

Bindi Bushey

Susan M. Costic
Notary Public for Oregon
My commission expires 01/07/2018





OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

A. PURCHASER'S OFFER:

("Purchaser") 1

offer(s) to purchase the following real property in the County of Klamath, State of Oregon (insert address and legal description):
123 1st Ave. Chilloguin, OR 97624. Lot 4 in block 2 original town of
Chilloguin, according to the official plot there on file in the office of the Co. Clerk of Klamath County OR.
and the following personal property (personal property in as is condition) Selling as is with the purchase of property
2 salon Styling stations, 1 washing machine, 1 fridge, & all contents in garage
for the purchase price of \$30,000 Dollars \$

payable as follows: (a) earnest money herein receipted for of \$5000.00
(b) on (date) 10-15-14, as additional earnest money, the sum of \$25,000.00
(c) on delivery of ☒ deed ☐ contract, the sum of (balance of down payment) \$
(d) the balance of the purchase price \$

payable as follows: 1st balance of 25,000 to be paid by
11-30-14

☐ (CHECK IF APPLICABLE) SEE ADDENDUM A FOR ADDITIONAL PROVISIONS.

Loan Contingencies. If a loan is provided for above, Purchaser shall promptly apply and use best efforts to obtain that loan, and the sale and purchase are subject to the Purchaser and the property qualifying for the loan.

Earnest Money Deposit. If this offer is accepted, the earnest money receipted for below shall be: (a) (use only if closing in escrow) ☐ deposited with _____

as escrow; or (b) ☐ retained by Seller, and either (i) applied at closing to the Purchase Price or otherwise retained by Seller as provided in this agreement, or (ii) retained by Seller until refundable to Purchaser as provided in this agreement.

Property Included/Excluded. With the following exceptions, Seller shall leave on the premises as part of the property purchased: all irrigation, plumbing, heating, cooling, electrical and lighting fixtures (including oil tanks but excluding unattached fireplace equipment); built-in appliances; water heaters; bulbs and tubes; window treatments; window and door screens; storm doors and windows; attached floor coverings; attached television antennae; and all shrubs, plants and trees. The exceptions are (if none, so state): _____

Deed. The property is to be conveyed by statutory warranty deed, personal representative's deed, or other suitable fiduciary deed as may be necessary, free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, recorded easements, declarations and covenants, conditions and restrictions which

are part of the development, and (if none, so state): _____ If the property is one to four dwelling units either completed or having \$50,000 or more of improvements completed within the last three months, Seller must comply with ORS 87.007 regarding possible construction liens.

Seller Financing. If Seller will hold a contract or trust deed, the contract or trust deed shall require Purchaser to: (a) maintain the real property in good condition; (b) provide fire and customary casualty insurance naming Seller as an insured, for the full insurable value of the real property; and (c) pay all real property taxes and assessments when due. Purchaser's default shall entitle Seller to: (a) call all amounts owing, due and payable; (b) recover Seller's reasonable attorney fees incurred in exercising Seller's remedies under the contract or note and trust deed; and (c) exercise all remedies legally available.

Possession. Possession of the property is to be delivered to Purchaser: ☐ within _____ day(s) after closing; ☐ on or before _____

Pro Rates. Real property taxes, rents, unused tenant deposits (whether or not refundable), interest on obligations assumed by Purchaser, other expenses prepaid by Seller for the property, and accrued and unpaid obligations relating to the property and for which Purchaser will be responsible, shall be prorated between Seller and Purchaser as of the date of possession. Real property taxes assessed after closing on account of prior special assessment of the property (e.g., as farm or forest property) shall be paid by ☐ Purchaser ☐ Seller (INDICATE WHICH). Purchaser shall pay Seller for heating oil in the tank at date of possession.

Closing. Closing shall occur on or before _____ ☐ (CHECK IF APPLICABLE) The transaction will be closed by the escrow company named above, with the escrow fee paid 50% by Seller and 50% by Purchaser. At closing, Seller may pay, out of the purchase money, encumbrances to be discharged by Seller.

Assignment. If any of the purchase price will remain owing to Seller after closing, Purchaser may not assign Purchaser's rights under this agreement without the written consent of Seller. **Seller's Representations/Warranties. Note: Seller may be required to give Purchaser a statutory Seller's Property Disclosure Statement. Such statements are of Seller's actual knowledge only, and are not warranties.** Seller represents and warrants (check all that apply): (a) the residence is connected to ☐ a public sanitary sewer system; ☐ a cess pool or septic tank; ☐ a public water system; ☐ a private well; and (b) ☐ Seller has no actual knowledge of any material defects in the structure, utility systems or any other element of the

property except _____

☐ (CHECK IF APPLICABLE) Purchaser waives Purchaser's statutory right to revoke Purchaser's offer (ORS 105.475(1)).

Private Well. If the property is served by a private water well, Seller represents that: (a) the well has provided an adequate supply of water during the entire year for the uses it serves; (b) (if the well provides water for human consumption) to the best of Seller's knowledge the water is fit for human consumption; and (c) the continued use of the well and water complies with the laws of all governmental agencies. No other representations are made concerning the water supply and well. If the well provides water for domestic use, upon Seller's acceptance of Purchaser's offer, Seller, at Seller's expense, shall have the well tested for arsenic, nitrates and total coliform bacteria as well as for specific contaminants required by rule of the Oregon Health Authority, and shall provide the results of the tests required to Purchaser upon Seller's receipt of same. If the written report of the test made by Seller shows a substantial deficiency in quality of the water, then Purchaser may terminate this transaction by delivering written notice of termination to Seller or the listing firm within 24 hours after receipt by Purchaser of the written test report, unless within 24 hours after delivery of notice of termination, Seller agrees in writing to correct before closing, the deficiencies shown on the report.

Inspections. Purchaser understands that a complete professional inspection of the property is advisable. **CHECK ONE OF THE FOLLOWING TWO BOXES:**

☐ **PROFESSIONAL INSPECTION(S):** Purchaser may have the property and all elements and systems thereof (including any private water well serving the property) inspected by one or more professionals chosen and employed by Purchaser. If an inspector reports the presence of a material defective condition or of a lead-based paint hazard in the property,

Purchaser may terminate the transaction by delivering to Seller, written notice of Purchaser's disapproval of the inspection report. Notice must be delivered within _____ business days (seven if not filled in) after the date this agreement is made. Purchaser shall promptly provide a copy of the report to Seller if requested by Seller. **Purchaser understands that if Purchaser does not give written notice of disapproval of an inspection report showing a material defective condition or a lead-based paint hazard, within the time provided above, that constitutes acceptance of the condition of the property.**

☐ **PURCHASER'S INSPECTION:** Purchaser has personally inspected the property and all elements and systems thereof. Purchaser is fully satisfied and has elected NOT to have an inspection performed by anyone else.

Lead-Based Paint. ☐ (Check and comply if property includes non-exempt housing constructed before 1978) See attached "Seller's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards."

Smoke Detector(s) and Carbon Monoxide Alarm(s). Seller agrees that prior to closing a properly installed and functioning smoke detector(s) and carbon monoxide alarm(s) will be installed in each dwelling unit as required by law.

Title Insurance. As part of closing, Seller will furnish to Purchaser at Seller's expense a title policy in the amount of the purchase price and insuring marketable title. Prior to closing, Seller shall give Purchaser a title insurance company's report showing its willingness so to insure title to the property.

Earnest Money Payment/Refund. If Seller does not accept this offer, or if Seller accepts this offer and fails to close the sale as provided in the agreement, the earnest money shall be refunded, but Purchaser's acceptance of the refund is not a waiver of other remedies available to Purchaser. If Seller accepts this offer and is ready, willing and able to perform, and Purchaser fails to perform as and when provided in this agreement, then the earnest money and additional earnest money, if any, shall be paid to Seller and this contract will be of no further binding effect.

Statutory Disclosures. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWS SUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. (IF THE PROPERTY IS TAXED AS HISTORIC PROPERTY, INCLUDE STATEMENT IN ORS 93.040(3).)

Tax Deferral. If the property is subject to a tax deferral, and if any act or failure to act of Seller results in the loss of the deferral or in the levy of additional taxes or government fees on the property, Purchaser may terminate this transaction by delivery of written notice of termination to Seller within 24 hours after receipt by Purchaser of notice of such increase. This is not a limitation of Purchaser's remedies.

Time/Essence/Binding Effect. Time is of the essence. This contract is binding upon the successors and permitted assigns of Purchaser and Seller.

Purchaser may revoke this offer any time prior to Seller's acceptance. If not accepted by _____ o'clock _____ M., (date) _____, this offer is automatically revoked. Purchaser has an executed copy of this offer, which Purchaser has read and understands. The deed or contract is to be prepared in the name of _____

Purchaser (A): Gallagher Family Trust Date: 11-14-14 (B): Cynthia Gallagher Date: 11-14-14
Address (A): P.O. Box 359 Chilloguin OR 97624
Address (B): 33250 S. Chilloguin Rd Chilloguin OR 97624
Phone(s): (A) 541-892-3029 & _____; (B) _____ & _____ Fax: (A) _____; (B) _____

B. SELLER'S ACCEPTANCE/REJECTION/COUNTER OFFER AND RECEIPT FOR EARNEST MONEY (COMPLETE ONE OF THE FOLLOWING TWO OPTIONS):

☐ Seller accepts the Purchaser's offer and acknowledges receipt from the Purchaser of the sum of \$ _____ in the form of ☐ cash ☐ check ☐ promissory note payable: ☐ on Seller's acceptance; or ☐ on (date) _____, as earnest money and part payment of the purchase price, which Seller will handle as provided above. Seller acknowledges receipt of an executed copy of this contract, which Seller has read and understands.

☐ Seller rejects Purchaser's offer and (check if applicable) ☐ makes the attached counter offer.

Seller (A): Bindi Bushey Date: 11-14-14 (B): _____ Date: _____
Print Seller Name(s): (A) Bindi Bushey (B) _____
Address (A): P.O. Box 135 Alturas, CA 96101
Address (B): 2525 County Rd. 56 Alturas, CA 96101
Phone(s): (A) 530-640-3140 & _____; (B) _____ & _____ Fax: (A) _____; (B) _____

C. PURCHASER'S ACKNOWLEDGMENT: Purchaser acknowledges receipt of a copy of Purchaser's offer showing Seller's acceptance, and confirms Purchaser's agreement to purchase the property. Purchaser (A): Bindi Bushey Date: 11-21-14 (B): Cynthia Gallagher Date: 11-21-14

PUBLISHER'S NOTE: If using this form to contract to convey real property subject to ORS 92.027, include the required reference.

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.