

THIS SPACE PROVIDED FOR RECORDER'S USE

2017-005979

Klamath County, Oregon

06/01/2017 02:55:00 PM

Fee: \$72.00

WHEN RECORDED RETURN TO:

Landing Peace, LLC

4335 Van Nuys Blvd Suite 417

Sherman Oaks, California 91403

### **CONTRACT FOR DEED**

This Contract ("Contract") is effective as of November 30, 2016 by and between

- Landing Peace, LLC, Justin Atwood, Manager,

hereinafter referred to as "SELLER," whether one or more, and

- Loretta Carter, 3211 NW Helmholtz Way, Redmond, Deschutes County, Oregon, 97756,

hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

**PROPERTY.** The property sold under this contract is located at in Klamath County, Oregon and is legally described as

Section 06, Township 36, Range 13, in Sprague River Valley Acres, Block 22, Lots 42 & 43

hereinafter referred to as "the Property."

**PURCHASE PRICE.** The agreed upon sales price for the Property is \$18,000.00 with interest

from December 01, 2016, on the unpaid principal at the rate of 5% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$300.00 which shall be deducted from the total purchase price indicated above.

**TERMS OF PAYMENT.** Payments under this contract should be submitted to Landing Peace, LLC at 4335 Van Nuys Blvd Suite 417, Sherman Oaks, California 91403.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$295.69, beginning on January 1, 2017, and continuing until September 1, 2022 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

**LATE PAYMENT CHARGE.** The Buyer promises to pay a late charge of \$15.00 for each installment that remains unpaid more than 7 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

**NON-SUFFICIENT FUNDS.** The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

**PREPAYMENT.** The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

**ENCUMBRANCES.** The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

**MAINTENANCE AND IMPROVEMENTS.** Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

**POSSESSION.** Buyer will maintain possession of the Property upon execution of this Contract.

**CONDITION OF PREMISES.** The Buyer recognizes the Property is being sold as is and the

Seller is under no obligation to make any improvements or repairs during the time of this Contract.

**INSURANCE.** Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

**TAXES AND ASSESSMENTS.** Seller agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Seller shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

**REMEDIES ON DEFAULT.** In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 30 days.

**DEED.** Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Grant Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

**ABSTRACT/TITLE POLICY.** The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

**NOTICES.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

**ATTORNEY FEES.** If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

**ENTIRE CONTRACT/AMENDMENT.** This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements,

whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

**SEVERABILITY.** If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

**GOVERNING LAW.** This Contract for Deed shall be construed in accordance with the laws of the State of Oregon.

**WAIVER.** The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

**TAX EXEMPTION.** Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

**RECORDING.** This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

**BUYER:**

DATED: 12-1-16

Loretta L. Carter

Loretta Carter  
3211 NW Helmholtz Way  
Redmond, Oregon, 97756

STATE OF OREGON, ss: COUNTY OF DESCHUTES, ss:

This instrument was acknowledged before me on this 1<sup>st</sup> day of December,  
2016 by Loretta Carter.



Stephen J. Garoutte  
Notary Public

Notary Public  
Title (and Rank)

My commission expires 7/10/2017

**SELLER:**

DATED: DEC 08 2016



Justin Atwood, Manager, on behalf of

Landing Peace, LLC  
4335 Van Nuys Blvd Suite 417  
Sherman Oaks, California, 91403

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Jonathan D. Kramer, Notary Public

On DEC 08 2016 before me, \_\_\_\_\_, personally appeared Justin Atwood, Manager, on behalf of Landing Peace, LLC, 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.

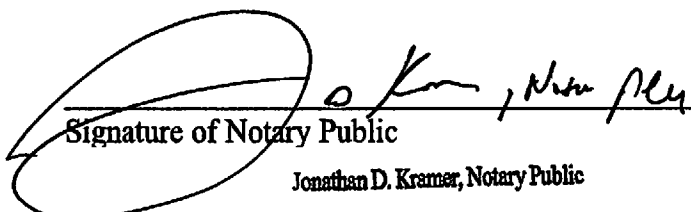
Acknowledgment

Jonathan D. Kramer, Notary Public

DEC 08 2016

Jonathan D. Kramer, Notary Public

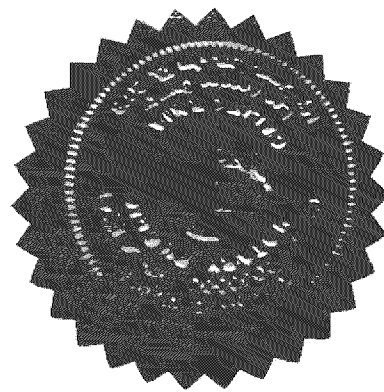
SEE ATTACHED  
NOTARY CERTIFICATE



Signature of Notary Public (Notary Seal)  
Jonathan D. Kramer, Notary Public

ALL-PURPOSE ACKNOWLEDGMENT  
Duplicate Embossment  
On Original Document  
Jonathan D. Kramer, Notary Public

DEC 08 2016



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On DEC 08 2016 before me, Jonathan D. Kramer, Notary Public,  
Date Here, Insert Name and Title of the Officer

personally appeared Justin Atwood  
Name(s) of Signer(s)

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.



Jonathan D. Kramer, Notary Public

Place Notary Seal Above

Signature

Signature of Notary Public

Jonathan D. Kramer, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_