

2019-003434

Klamath County, Oregon



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03/29/2019 09:40:33 AM

Fee: \$97.00

Returned at Counter

After recording return to:

Ann Diener  
PO Box 458  
Vieta, CA 92084*Taxes to be paid by Ann*

After recording return to:

LS Klamath Falls One, LLC  
Suzanne McDaniel-Deibert, Mgr  
P.O. Box 97  
Corbett, OR 97019**CONTRACT FOR SALE OF REAL ESTATE**

This agreement is between LS Klamath Falls One, LLC, Suzanne McDaniel-Deibert, Mgr. as "Seller" and Ann Diener as "Purchaser" for the sale of real property described as:

**LEGAL DESCRIPTION:** Lot 3, Block 65, Klamath Falls Estates, Highway 66 Unit, Plat No. 3, according to the official plat thereof on file in the office of County Clerk of Klamath County, Oregon. Parcel No. R401201.

**Section 1. Purchase Price; Payment**

1.1 **Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$24,950.00.

1.2 **Payment of Total Purchase Price.** The total purchase price shall be paid as follows:

1.2.1 **Down Payment.** Purchaser shall pay on or before the Closing Date, as defined in Section 3.1, the sum of \$1,000.00 in immediately available funds as a down payment on the purchase price.

1.2.2 **Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$23,950.00 shall accrue at the rate of 8.9% per annum based on a 10 Year loan term from the closing date. The contract balance shall be paid in monthly installments of principal and interest of not less than \$300.00. The first payment is due May 1, 2019 and on the first day of each month thereafter until the full amount of principal and interest is paid in full.

1.2.3 **Balloon payment.** The entire balance of principal and interest owing herein is due and payable on the 10th anniversary (120 months) of the date of this contract.

1.2.4 **Late Fees.** A late fee of \$50.00 will be added to the balance of this contract if any payment required to be made is more than 10 days late. The late fee shall be due upon payment of the late payment.

1.3 **Prepayments.** Buyer has the right to prepay this contract at any time.

1.4 **Payments to Third Parties.** If purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser. Seller may, but shall not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid shall be immediately due and payable by Purchaser to Seller. Until paid, such amounts shall be secured by this Contract and shall be added to the principal balance due under this Contract and shall bear interest at the Contract rate. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Purchaser to be in default of this contract and to exercise any remedies in the event of any such payment by Seller. Seller shall also be subrogated to the rights of the third party to whom the payment is made.

1.5 **Place of Payments.** All payments to Seller shall be made to Seller at the address of Seller shown above or to such other place or person as seller may designate by written notice to Purchaser.

**Section 2. Taxes and Liens**

2.1 **Obligation to Pay.** All ad valorem real property taxes and all governmental or other assessments levied against the Property for the current tax year shall be prorated between Seller and Purchaser as of the closing.

2.2 **Right to Contest.** If purchaser objects in good faith to the validity or amount of any tax, assessment, or lien, Purchaser, at Purchaser's sole expense, may contest the validity or amount of the tax or assessment or lien, provided that Seller's security interest in the Property is not jeopardized. Purchaser shall otherwise keep the Property free from all liens that may be imposed on the Property other than the lien of current taxes not yet due.

2.3 **Liens and Encumbrances.** Purchaser shall otherwise keep the Property free from all liens and encumbrances that may be imposed on the Property after the date of closing.

**Section 3. Closing**

3.1 **Closing Date.** This transaction shall be closed by April 15, 2019.

**Section 4. Maintenance; Alterations.**

4.1 **Maintenance.** Purchaser shall keep all buildings, other improvements, and landscape now existing or that shall be placed on the Property in at least as good condition and repair as the date possession is delivered to Purchaser, and shall not permit any waste or removal of the improvements, nor make any substantial improvements or alterations that reduce the value of the Property for security purposes without the prior written consent of Seller.

4.1.1 **Prohibited Activities.** Purchaser shall not use or suffer the use of all or any of the Property for any "nuisance", or so as to constitute an illegal drug manufacturing site or otherwise do or allow any act or omission on or about the Property that could subject the Property of Seller's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4.1.2 **Governmental Damage.** If any damage or destruction of the Property or any portion thereof is caused by any governmental or quasi-governmental authority and to the extent the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser shall promptly repair and restore the same at its expense.

4.1.3 **Hazardous Substances.** Purchaser shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Purchaser shall promptly advise Seller in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of, or otherwise released on the Property.

**4.2 Compliance with Laws.** Purchaser shall promptly comply and shall cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the Property and in this connection Purchaser shall promptly make all required repairs, alterations, and additions. Purchaser may contest in good faith by appropriate proceedings any such requirements and withhold compliance during any such proceedings, including appropriate appeals, as long as Purchaser promptly undertakes and diligently pursues such contest and as long as seller's interest in the Property is not jeopardized and Seller is not subject to any civil or criminal liability on account of such failure to comply.

**Section 5 Insurance**

**5.1 Property Damage Insurance.** Seller shall be additional loss payee's on any fire insurance policy on the structure located on the property.

**Section 6. Representations, Warranties, and Covenants of Seller**

**6.1 Covenants of Title.** Seller warrants that Seller is the owner of good and marketable title to the Property.

**6.11 No Warranties; As Is.** Seller makes no other warranties, express or implied, regarding the Property or the condition of state of repair thereof, it being understood by all parties that the Property will be conveyed to the Buyer AS IS, except such warranties as may arise by law under the Deed.

**Section 7 Deed.**

On payment of the total purchase price for the Property as provided in this Contract and performance by Purchaser of all other terms, conditions, and provisions of the Contract, Seller shall forthwith deliver to Purchaser a good and sufficient statutory warranty real estate deed conveying the Property free and clear of all liens except those liens or encumbrances suffered by or placed on the Property by Purchaser subsequent to the date of this contract.

**Section 8 Default**

**8.1 Events of Default.** Time is of the essence of this Contract. A default shall occur under any of the following circumstances.

(1) Failure of Purchaser to make any payment within **30 days** after it is due.  
(2) Failure of Purchaser to perform any other obligations contained in this contract within **30 days** after notice from Seller specifying the nature of the default or, if the default cannot be cured within **90 days**, failure within such time to commence and pursue curative action with reasonable diligence.

**8.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

- (1) Seller may declare the entire balance of the purchase price and interest immediately due and payable.
- (2) Seller may foreclose this Contract by suit in equity.
- (3) Seller may specifically enforce the terms of this Contract by suit in equity.
- (4) With respect to any part of the Property that constitutes personal property in which seller has a security interest, seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.
- (5) If Purchaser fails to make any payment within **30 days** after it is due, Seller may elect to impose a late charge. In addition to and not in lieu of any and all other rights and remedies available to Seller. Demand or acceptance by Seller of such a late charge by Seller shall not cure or waive Purchaser's default.
- (6) Seller may declare this Contract forfeited and retain the amount of the payments previously made under this Contract.
- (7) Seller shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller shall not disqualify a person from service as a receiver. On taking possession of all or any part of the Property, the receiver may:
  - (a) Use, operate, manage, control, and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgments are proper.
  - (b) Collect all rents, revenues, income, issues, and profits (the "income") from the Property and apply such sums to the necessary expenses of use, operation, and management;

(8) Purchaser hereby assigns to Seller all the income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the income from the Property. In the event of default and at any time hereafter, Seller may revoke Purchaser's right to collect the income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney in fact with full power of substitution and coupled with an interest to endorse instruments received in payment by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller shall apply the income first to the expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**8.3. Remedies Not Exclusive.** The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

**Section 9. Waiver**

Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

**Section 10. Successor Interests**

This Contract shall be binding on and inure to the benefit of the parties, their successors, and assigns but no interest of Purchaser shall be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller.

**Section 11 Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties of their representatives relating to the Property.

**Section 12. Notice.**

Any notice under this contract shall be in writing and shall be effective when actually delivered in person or 3 days after being deposited in the U. S. mail postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

**Section 13 Costs and Attorney Fees**

**13.1 No suit or Action Filed.** If this Contract is placed in the hands of an attorney due to a default in the payment or performance of any of its terms, the defaulting party shall pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon and any other fees or expenses incurred by the non-defaulting party.

**13.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a Bankruptcy Court for a United States District Court to enforce or interpret any of the terms of this contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Seller in a bankruptcy proceeding, the party not prevailing shall pay the prevailing party's costs and disbursements, the actual cost of a litigation or foreclosure report, and such sums as the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof.

**13.3 Definitions.** For purposes of this contract, the term attorney fees includes all charges of the prevailing party's attorneys and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post petition fees in a bankruptcy court. For purposes of this Contract, the term fees and expenses includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

**Section 14. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed shall survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

**Section 15. Condition of Property**

Purchaser accepts the land, buildings, improvements, and all other aspects of the Property in their present condition AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except to the extent expressly set forth in this Contract. Purchaser agrees that Purchaser has ascertained from sources other than Seller or any agent or representative of Seller the condition of the Property and its suitability for Purchaser's purposes, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Seller has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

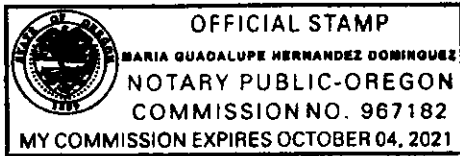
**Closing Clause:**

IN WITNESS WHERE OF, the parties have caused this Contract to be executed as of the day and year first above written.

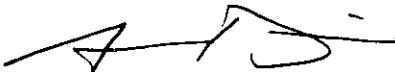
 SELLER  
LS Klamath Falls One, LLC, Suzanne McDaniel-Deibert, Mgr.

STATE OF OREGON )  
County of Multnomah )ss

Suzanne McDaniel-Deibert appeared before me this 23th day of march, 2019 and acknowledged the foregoing to be her voluntary act and deed.

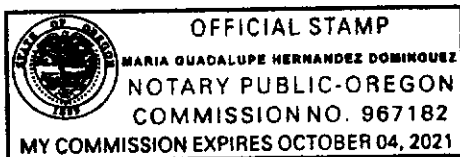


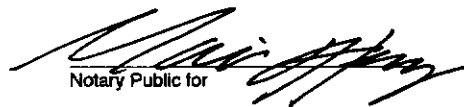
  
Notary Public for Oregon

 BUYER  
Ann Diener

State of OREGON )  
County of MULTNOMAH )ss

Ann Diener appeared before me on this 28 day of march, 2019 and acknowledged the foregoing to be her voluntary act and deed.



  
Notary Public for