

THIS SPACE PROVIDED FOR RECORDER'S USE

AND SEND TAX STATEMENT

2019-003670

Klamath County, Oregon



00238486201900036700070076

04/05/2019 09:23:44 AM

Fee: \$132.00

WHEN RECORDED RETURN TO:

CLARENCE LEE JASON BOUCHER

WOLF CREEK OA P.O. BOX 273 97497

CONTRACT FOR DEED

This Contract ("Contract") is effective as of 5-11-18 by and between

- David C Baumgardner, a single person,

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

- Jason Boucher, P.O. BOX 273 WOLF CREEK Josephine County, Oregon,
97497, OA 97497

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 R-3510-023A0-00300-000,, Sprague River, Oregon 97639 in Klamath County and is legally described as the following:

Lot 9 in Block 24, Klamath Forest Estates

hereinafter referred to as "the Property."

82
35
117

PURCHASE PRICE. The agreed upon sales price for the Property is \$1200.00 and one 2007 Ford Mustang vin number 11ZVFT80N875321936

TERMS OF PAYMENT. Payments under this contract should be submitted to David C Baumgardner at time of signing.

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.

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.

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.

TAXES AND ASSESSMENTS. Buyer 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. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Special Warranty 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

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.

BUYER:

DATED: May 11th 2018

Jason Boucher

Jason Boucher

PO Box 273, Oregon, 97497
Wolf Creek OR
97497

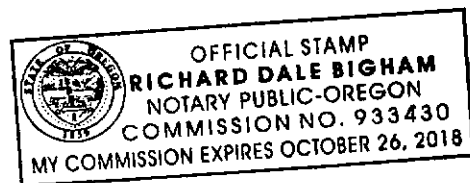
STATE OF OREGON, ss: COUNTY OF Douglas, ss:

This instrument was acknowledged before me on this 11th day of May, 2018,
by Jason Boucher.

Richard Dale Bigham
Notary Public

Notary
Title (and Rank)

My commission expires Oct 26, 2018



SELLER:

DATED: May 11th, 2018

D Baumgardner

David C Baumgardner
1609 se Giles St
Roseburg, Oregon, 97470

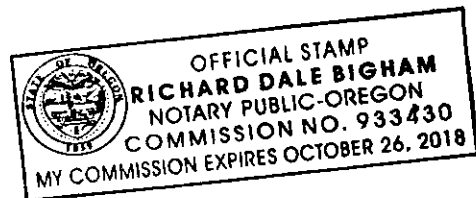
STATE OF OREGON, COUNTY OF Douglas, ss:

This instrument was acknowledged before me on this 11 day of May 2018,
_____ by David C Baumgardner.

Richard Dale Bigham
Notary Public

Notary
Title (and Rank)

My commission expires Oct 26, 2018



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.

OTHER PROVISIONS. Buyer is to give \$1200.00, plus one 2007 Ford mustang vin number 11ZVFT80N875321936

TAX EXEMPTION. Buyer 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.

Deed Drafted By:
Amy White
1609 se giles st
Roseburg, Oregon, 97470
5416803561

Oregon Disclosure Statement

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THIS SPACE PROVIDED FOR RECORDER'S USE ONLY:

WHEN RECORDED RETURN TO:

Jason Boucher

P.O. Box 273

wolf creek OR, Oregon, 97497

97497

WARRANTY DEED

THE GRANTOR(S),

- David C Baumgardner, a single person,

for and in consideration of: \$1200.00 and a 2007 Ford Mustang vin number
11ZVFT80N875321936 grants, bargains, sells, conveys and warranties to the GRANTEE(S):

- Jason Boucher, _____, _____, Josephine County, Oregon,
97497,

the following described real estate, situated in the County of Klamath, State of Oregon:

Legal Description:

Lot 9 in Block 24, Klamath Forest Estates