



2019-008828

Klamath County, Oregon

08/05/2019 11:42:01 AM

Fee: \$127.00

AFTER RECORDING, RETURN TO:

Dorothy Wiest
12201 NE 59th Court
Vancouver, WA 98686

SEND TAX STATEMENTS TO:

Mark Wilson
31919 Curry Street
Sprague River, OR 97639

REAL ESTATE CONTRACT

BETWEEN: **DOROTHY WIEST**
12201 NE 59th Court
Vancouver, WA 98686

("Seller")

AND: **MARK WILSON and TRISTA WILSON**
Husband and Wife Trishta *Trishta*
31919 Curry Street
Sprague River, OR

("Buyer")

DATED: JUNE 27, 2019.

RECITALS:

A. Seller owns the real property commonly known as 31919 Curry Street, Sprague River, Klamath County, OR, and legally described as follows:

Lot 114 Block 70 Fifth Addition to Nimrod River Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH A 1974 WSTWD manufactured home, Home ID # 174504, XPlate #093864, Serial #3266A &3266B ("Property").

B. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Purchase Price and Payment.

1-REAL ESTATE CONTRACT

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1.1 Buyer shall pay to Seller a purchase price of \$26,000 for the Property and all improvements thereon. There will be no down payment.

1.2 The purchase price, \$26,000, shall accrue interest at 5% per annum from the date of Closing. Beginning on the 5th day of June, 2019, and on the same day of each month thereafter until all principal and interest has been paid in full to Seller, Buyer shall pay to Seller the sum of \$500.00, which shall include interest at 5% per annum on the unpaid balance. The final payment shall include all unpaid principal and interest thereon.

1.3 In addition to the payments required in Section 1.2 above, other provisions of this contract require Buyer to pay to Seller or others additional sums of money either on said monthly installment due dates or otherwise.

1.4 Buyer may prepay any and all amounts due hereunder, but partial prepayment shall not excuse or defer any other payment.

2. Possession; Condition of Property.

2.1 Subject to Buyer's full performance of its obligations under this Agreement, Seller makes no claim to possession of the Property. Buyer may retain possession so long as Buyer is not in default under the terms of this Agreement.

2.2 Buyer certifies that this contract is accepted and executed on the basis of Buyer's own examination and personal knowledge of the Property and opinion of the value thereof; that no attempt has been made to influence Buyer's judgment; that no representations as to the condition or repair of the Property have been made by Seller or by any agent of Seller; that no agreement or promise to alter, repair, or improve the Property has been made by Seller or by any agent of Seller; and that Buyer takes the Property and any improvements thereon in the condition existing at the time of this contract and subject to all applicable laws, ordinances, regulations and orders with respect to the manner in which the Property may be used and enjoyed. Without limiting the generality of the foregoing, neither Seller nor any agent of Seller makes any representation, statement or warranty of any kind, express or implied, as to the land uses or limitations on land uses of the Property, including without limitation whether the Property is now or will in the future be buildable. Buyer acknowledges that Buyer has occupied the Property for a number of years and is familiar with all aspects of the Property. Buyer acknowledges that Buyer is not entitled to rely on any statement of Seller and that Buyer is assuming all risks of any and every description relating to the Property and the mobile home located on the Property, including whether the Property is or will be buildable. The foregoing are recitals and contractual provisions.

2.3 So long as any amount due under this contract remains unpaid, Buyer shall construct no improvements on and shall make no alterations of any kind to the Property without the prior written consent of Seller, which Seller may grant or withhold

2-REAL ESTATE CONTRACT

in Seller's sole discretion. Buyer shall not engage any contractor, materials supplier or anyone else to provide any services or materials to the Property without Seller's prior written consent. In the event Seller consents to any such provision of services or materials, (1) Seller shall be entitled to post a notice of non-responsibility on the Property and may record such notice; and (2) such materials and services shall not be provided until seven days after Seller has provided written consent. Buyer shall at all times keep improvements on the Property, now or hereafter erected, if any, in good condition and repair and will not suffer or permit any waste or strip thereof nor make or permit any alterations or improvements thereof without Seller's prior written consent. The foregoing notwithstanding, Buyer may repair or improve the mobile home in Buyer's reasonable discretion, provided that no contractor or other party with potential lien rights works on or about the Property without Seller's prior written consent as provided above in this Section 2.3. Without limitation of the foregoing, Buyer shall make no alterations of or improvements to the Property which do not comply with such building codes, laws or ordinances as may be applicable from time to time. Buyer shall keep the Property free from mechanic's liens and all other liens and save the Seller harmless therefrom and reimburse Seller for all costs and attorneys' fees incurred by it in defending against any such liens; and will pay all taxes and assessments now or hereafter levied against the Property, as well as all public charges and municipal liens which hereafter lawfully may be imposed upon the Property, all promptly before the same or any part thereof become past due. In the event Seller approves construction and/or alterations on the Property, Seller may require Buyer to post in favor of Seller a bond protecting Seller against liens in an amount satisfactory to Seller, but in any event not less than 150% of the estimated cost of construction.

2.4 Seller may, at any reasonable time, enter upon the Property for the purpose of inspecting the Property.

2.5 Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all claims, losses or liabilities, including attorney fees in all forums, arising out of or relating to any act or omission of Buyer on or about the Property or any condition of the Property.

2.6 Seller makes no warranties, representations or covenants against existing violations of any statutes, codes or ordinances respecting use of the Property.

2.7 Buyer shall at its sole expense comply with all laws, ordinances, rules, regulations and other requirements of any and all governmental authority applicable to the Property. Without limiting the generality of the foregoing, Buyer 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. Buyer shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on the Property. Buyer shall promptly notify Seller in writing of any release of hazardous substance on or about the Property and/or other violation of any applicable law.

3-REAL ESTATE CONTRACT

2.8 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 LAWSUITS 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. 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 PRACEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNER, IN 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.

3. Closing Adjustments.

The sale of the Property will be closed in escrow at AmeriTitle, Inc., 300 Klamath Ave, Klamath Falls, OR 97601. Buyer shall pay all closing costs, including without limitation title and escrow fees, recording fees, all utility bills and all real and personal property taxes.

4. Taxes and Casualty Insurance.

4.1 Buyer shall be responsible for and promptly pay when due all real estate taxes and assessments levied against the Property at any time. Buyer shall pay such taxes and assessments directly to the taxing authority, except as may be otherwise provided in this contract. Immediately upon payment, Buyer shall send proof of payment to Seller. Buyer shall be solely responsible for any and all additional taxes, penalties and interest arising from any disqualification of the Property from any classification and special assessment, including without limitation any and all taxes applied retroactively on account of such disqualification, reclassification or otherwise.

4.2 Buyer shall, at Buyer's expense, insure and at all times keep insured all improvements now or hereafter located on the Property, commencing with the date of Closing, against loss or damage by fire (with extended coverage), to the full extent of the cash replacement value thereof in an amount sufficient to avoid application of any coinsurance clause, in a company or companies satisfactory to Seller, with loss payable first to Seller and then to Buyer as their respective interests may appear. All policies of insurance shall contain endorsements for non-cancellation without at least 30 days' prior written notice to Seller, and copies thereof or certificates therefor shall be delivered to Seller immediately upon issuance. In the event of loss, Buyer shall give immediate written and oral notice to Seller.

4.3 The foregoing notwithstanding, in the event Buyer shall fail to make any payment required in this contract punctually by its due date, including without limitation taxes, insurance and/or assessments, Seller may but is not obligated to do so on Buyer's behalf, in which event the amount of payments made by Seller shall immediately be repaid by Buyer to Seller, together with interest on such amounts at 12% per annum from the date of Seller's payment until repaid to Seller. In addition to and not in lieu of the foregoing, upon Buyer's failure to make any payment required in this contract, Seller may require that Buyer immediately increase Buyer's monthly payment to Seller to include in each monthly payment one twelfth of the annual estimated total of property taxes and insurance payable on account of the Property. To the extent such payments are insufficient to enable Seller to pay on or before their due date taxes, insurance or other payments, Buyer shall promptly pay to Seller the shortfall for any such payments.

5. Title Insurance; Deed.

5.1 Seller has no obligation to Buyer to provide title insurance. Seller suggests that Buyer purchase title insurance at Buyer's sole expense, but this provision is not a requirement of this contract.

5.2 Upon Buyer's full payment of the purchase price (as well as any additional amounts which may then be owing by Buyer to Seller according to the provisions hereof) and upon Buyer's request and surrender of this contract, Seller shall deliver a statutory bargain and sale deed conveying the Property in fee simple to Buyer.

6. Default; Remedies.

6.1 Buyer's Default. Time is of the essence of Buyer's obligations under this contract, and Buyer shall be in default upon the occurrence of one or more of the following:

6.1.1 Buyer's failure to make the payments required to Seller or any other party, including without limitation insurance, taxes, and assessments, or any of them, punctually within 10 days of the due date of each required payment;

6.1.2 Buyer's sale or transfer of any interest in the Property, voluntarily or involuntarily, construed as broadly as the law allows, including without limitation leasing or granting a lease-option of the Property, without Seller's prior written consent;

6.1.3 Buyer's failure to cure nonperformance of any other non-monetary agreement, covenant or condition herein contained within thirty days of written notice from Seller generally specifying such non-performance;

6.2 Seller's Remedies. In the event of Buyer's default, Seller, at Seller's sole option, shall have the following rights: (A) to declare this contract null and void; (B) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; (C) to specifically enforce the terms of this contract by suit in equity; (D) to foreclose this contract by suit in equity; and/or (E) to avail itself of the forfeiture rights provided in ORS 93.905 et. seq.; and in any of such cases, all rights and interest created or then existing in favor of Buyer against Seller hereunder shall cease and the right to the possession of the Property and all other rights acquired by Buyer hereunder shall revert to and revest in Seller without any act of re-entry, or any other act of Seller to be performed, and without any right of Buyer of return, reclamation or compensation for moneys paid on account of the purchase of the Property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to Seller as the agreed and reasonable rent of the Property up to the time of such default. The Seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the Property, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging. Specifically but without limitation, Seller shall have the exclusive right to all crops and timber growing on the Property, irrespective of who planted the same and/or when the same were planted. Seller shall be entitled to the appointment of a receiver as a matter of right, and Seller or Seller's designee may serve as receiver; the receiver shall serve without bond, or in the alternative, the bond for a receiver and/or provisional process shall not exceed a total of \$1,000 for all such bonds. Following default, all sums due hereunder shall bear interest at 12% per annum from the date of default until paid.

6.3 Seller's Default; Buyer's Remedies.

6.3.1 Seller shall be in default hereunder in the event (1) Seller fails to perform any obligation of Seller hereunder and (2) such failure has not been cured within a reasonable time not less than 60 days after Seller's receipt of written notice from Buyer specifying with particularity the nature of the default, except that in the event of a failure to perform which Seller cannot cure within such time period, Seller shall not be in default if Seller has commenced a cure within such period.

6.3.2 In the event of Seller's default hereunder, Buyer's sole remedy is a claim for specific performance without an award of damages. Buyer waives all other

remedies, including without limitation claims for fraud, misrepresentation, money damages, punitive damages, compensatory damages, and all other damages.

7. Notices.

All notices required or desired to be given with respect to this contract and the Property shall be in writing and shall be deemed given upon personal delivery and/or two days following the deposit, in a postage paid envelope, in the United States registered or certified mails to the address of the party intended to receive the notice, as such address is hereinabove set forth or to such other address as either party may hereafter specify by written notice to the other.

8. Nonwaiver.

Seller's failure at any time to require performance by Buyer of any provision of this contract shall in no way affect Seller's rights hereunder to enforce the same, nor shall any waiver by Seller (which shall in any event be in writing) of any breach of any provision hereof be held to be a waiver of the provision itself.

9. Attorneys' Fees.

In case arbitration, suit or action is instituted to foreclose this contract or to otherwise enforce it or any of its provisions, the losing party therein shall pay to the prevailing party reasonable attorney fees, including fees in appeals and bankruptcy cases.

10. Sale and Assignment Restricted; Due-on-Sale.

Buyer shall not wholly or partially sell, contract to sell, or assign this contract, or further encumber Buyer's rights hereunder or in the Property, without the prior written consent of Seller, which consent may be granted or withheld in the Seller's sole discretion. It shall not be unreasonable for Seller to condition consent upon the agreement of Buyer and the proposed transferee to increase the interest rate by one or more percentage points. In no event shall any such consent operate to relieve Buyer of continuing personal responsibility for payment of the unpaid balance of the purchase price and Buyer's other obligations hereunder. At Seller's sole option, any attempted assignment, subcontract or other transfer in violation of this provision shall cause the entire amount of the deferred balance of the purchase price to become immediately due and payable and shall otherwise be void and of no effect.

11. Successors.

The provisions, covenants and conditions of this contract shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns or other transferees of the parties hereto.

12. Special Provisions.

12.1 In addition to and without limitation of Seller's rights in the event of a default by Buyer, Buyer shall pay to Seller a late payment fee equal to 5% of any amount not received by Buyer within 5 days of the time required for such payment, including without limitation any and all payments provided for in Section 1 hereof, any and all payments of principal and/or interest to Seller, all balloon payments, as well as payments of such matters as taxes and insurance premiums which are required to be made by Buyer to Seller and/or other parties. Buyer's obligation for payment of any late payment fee shall be automatic and immediately due and payable without notice or demand by Seller. For purposes hereof, as distinct from the question of default, "the time required for such payment" does not include any grace period which is afforded to Buyer under this contract. The foregoing amounts are reasonable in light of the anticipated or actual harm, the difficulties of proof of loss, and the inconvenience and/or nonfeasibility of otherwise obtaining an adequate remedy. Buyer acknowledges that such amounts are not unreasonably large. Buyer acknowledges that while a payment made within ten days of its due date is not an event of default, nevertheless any payment not received by Seller within five days after its due date requires Buyer to pay a 5% late fee to Seller.

12.2 The statute of limitations for any and all claims of Buyer against Seller related to this contract and/or the Property is six months from May 1, 2019. .

12.3 This contract constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior communications shall be merged into this contract. This contract shall not be modified except by a writing signed by the party to be charged.

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12.4 This contract was prepared by Timothy J. Murphy as counsel only for Seller. Buyer is advised to consult its own attorney.

IN WITNESS WHEREOF, the parties have executed the foregoing contract effective as of the day and year first written above.

SELLER:

Dorothy Wiest
DOROTHY WIEST

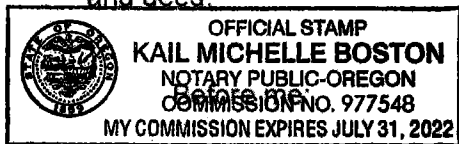
BUYER:

Mark Wilson
MARK WILSON

Trista Wilson
TRISTA WILSON
Trista TW

OREGON
STATE OF WASHINGTON)
County of MULTNOMAH) ss.

On this 27th day of JUNE, 2019, personally appeared the above named Dorothy Wiest and acknowledged the foregoing instrument as her voluntary act and deed.

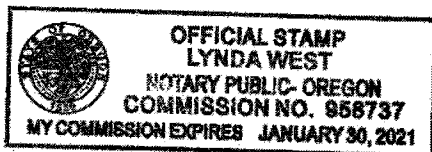


Kail M Boston
Notary Public for Oregon
My Commission Expires: July 31, 2022

STATE OF OREGON)
County of Klamath) ss.

On this 7 day of June, 2019, personally appeared the above named Mark Wilson and Trista Wilson and acknowledged the foregoing instrument to be their voluntary act and deed. Trista

Before me:



Lynda West
Notary Public for Oregon
My Commission Expires: 1-30-21