

2020-011062

Klamath County, Oregon



00264906202000110620130131

09/01/2020 02:17:21 PM

Fee: \$142.00

Prepared By:

JOSE ENRIQUE VENEGAS AND MARIA
TERESA VENEGAS
PO BOX 395
MALIN, Oregon 97632
541-281-9335

After Recording Return To:

RENE GARCIA FLORES AND JUANITA
CAPRISTO CAMACHO
3950 Homedale Rd Unit 44
Klamath Falls, Oregon 97603

PARCEL ID #: MO3-94155

CONTRACT FOR DEED

This CONTRACT FOR DEED (this "**Agreement**") is made and entered into on 08/30/2020 (the "**Effective Date**"), by and between JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS located at PO BOX 395, MALIN, Oregon 97632 (the "**Seller**"), and RENE GARCIA FLORES AND JUANITA CAPRISTO CAMACHO located 3950 Homedale Rd Unit 44, Klamath Falls, Oregon 97603 (the "**Buyer**"). Buyer and Seller may be referred to individually as the "**Party**", or collectively, the "**Parties**".

IN CONSIDERATION OF the covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Sale of property.** The Seller, in consideration of the purchase price listed herein, shall convey by Warranty Deed to the Buyer, all of the following property:

commercial property situated in the County of KLAMATH at 2009 BROADWAY STREET, MALIN, Oregon 97632, known with the full legal description as follows:

LEGAL PROPERTY DESCRIPTION:

Lots 1,2,3, and 4 in Block 61 of the City of Malin, according to the official plat there of on file in the office of County Clerk , Klamath County, Oregon, EXCEPT THERE FROM the West 50 feet of said lots conveyed to Joe Halousek and Gladys Halousek, husband and wife, by Deed dated October 27, 1949, recorded November 12, 1949, in Deed Volume 235 page 171, record of Klamath County, Oregon, and also EXCEPTING The East 16 feet of said lots conveyed to the City of Malin, by two deeds daed December 11, 1929, recorded January 3, 1930, in the Deed Volume 89 pages 507 and 508, records of Klamath County, Oregon.

2. **Purchase Price.** The purchase price for the property described herein (the '**Purchase Price**') is \$120,000.00, to be paid as follows:

A down payment in the amount of \$20,000.00, paid in either cash or by cashier's check and payable to the Seller upon execution of this Agreement, receipt of which is hereby acknowledged.

The remaining principal amount is to be paid by monthly installments of \$1,766.66, commencing on 10/05/2020, and continuing thereafter on the fifth day of every month until such time as paid in full.

3. **Interest.** The Purchase Price shall bear interest at the annual interest rate of 6%. The interest will be computed monthly and be deducted from Buyer's monthly payments.

4. **Taxes.** The Buyer agrees to be responsible for and pay all taxes, assessments or impositions that may be legally levied or imposed upon said property.

5. **Maintenance.** The Buyer agrees to keep and maintain any and all buildings, structures and other improvements now or hereafter erected or placed upon said premises. The Buyer: (1) shall not commit waste or permit any impairment or deterioration of the property, (2) shall not abandon the property, (3) shall restore or repair promptly in good workmanlike manner all or any part of the property to the equivalent of its original condition, or as such as the Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not any insurance proceeds would be available to cover in whole or in part, the costs of such restoration and/or repair, (4) shall keep the property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the property when necessary to keep such items in good repair, (5) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, and (6) shall give notice in writing to Seller of and, unless otherwise directed in writing by the Seller, appear in and defend any action or proceeding purporting to affect the property, the security of this Agreement or the rights and/or powers of the Seller.

6. **Insurance.** The Buyer agrees to keep the property insured against all loss and damage by fire, tornado or windstorm with an insurance agency of which has been approved by the Seller in a sum not less than the rebuilding cost of all structures on the premises, including all demolition and site clearance throughout the duration of the term of this Agreement and to promptly pay all premiums for such insurance. All sums recoverable on any such insurance claim shall be made payable first to the Seller by a loss payable clause satisfactory to the Seller up to the amount of the then outstanding principal balance due, including any accrued interest, and the balance (if any) shall be payable to the Buyer.

7. **Prepayment.** The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Upon full prepayment of the Purchase Price, including all taxes,

assessments, interest and other changes, the Seller shall have thirty (30) days in which to deliver to Buyer, a Warranty Deed to the property.

8. **Possession of property.** Upon execution of this Agreement, Buyer shall take possession of the property and shall enjoy peaceful possession of the property for as long as all payments due under this Agreement are made in a timely manner and all other terms and covenants are complied with.

9. **Assignment or Sale.** The Buyer may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the property without the written consent of Seller.

10. **Conveyance by Seller.** The Seller reserves the right to convey Seller's interest in the property. Such conveyance shall not be a cause for rescission of this Agreement and shall be subject to the terms of this Agreement.

11. **Default by Buyer.** In the event that a Monthly Payment becomes delinquent and unpaid for 3 months, or the Buyer fails to perform any covenant or condition contained in this Agreement, the Seller will give the Buyer a notice of default. The notice will give the Buyer ten (10) days from the date the notice is received to remedy the default. If the Buyer fails to remedy the default within ten (10) days, then the entire balance of the Purchase Price, including interest payable, will become due immediately after the ten (10) day period to remedy the default expires (the "**Notice Period**"). Failure to pay the full amount of the Purchase Price will result in the termination of this Agreement at the end of the Notice Period.

The Buyer and Seller agree that in the event that the Buyer fails to remedy a default and this Agreement is terminated, the Buyer will vacate the property within three (3) days of this Agreement terminating. The Buyer and the Seller further agree that failure of the Buyer to vacate within that period gives the Seller a right to maintain an action to obtain possession of the property. Furthermore, Buyer agrees to pay all costs, charges, and expenses in collecting the money hereby secured, including reasonable attorney's fees and commission whether collected by foreclosure or otherwise, and any and all monies paid by the Seller by reason of the default of the Buyer.

In the event of default and termination of this Agreement by the Buyer, the Buyer forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Buyer, as liquidated damages for the breach of this Agreement.

12. **Default by Seller.** In case of the failure of the Seller to comply with the terms of this Agreement or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to seek legal remedy and/or to demand specific performance, costs and reasonable attorney's fees from the Seller.

13. **Return of Property.** In the event this Agreement is terminated and Buyer is required to return the property to Seller as may be required by the terms of this Agreement, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, with ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable written notice.
14. **Late Payment Charge.** Payments postmarked more than 10 days after the due date shall be considered late and shall be subject to an additional charge of \$50.00.
15. **Recording.** This Agreement may be recorded. The Seller may record a Notice of Termination of this Agreement if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Agreement pursuant to the laws of the State of Oregon.
16. **Non-Sufficient Funds.** Any check submitted by the Buyer that is returned to the Seller for a lack of sufficient funds, in addition to any late payment charges allowable under this Agreement, the Buyer shall be charged the maximum amount allowable under applicable law.
17. **Notices.** Any notice to be given or to be served upon any Party hereto in connection with this Agreement must be in writing. A notice may be delivered to a Party at the aforementioned address or to a new address that a Party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier.
18. **Security.** This Agreement shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Agreement.
19. **Encumbrances.** Seller hereby states that there are no existing mortgages on the property.
20. **AS-IS Condition of Property.** Buyer accepts the property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the property.
21. **Pending Litigation.** Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the property or any portion thereof.
22. **Attorney's Fees.** If, on account of any breach or default by Seller or Buyer of the

obligations to the other under the terms, covenants, and conditions of this Agreement, it shall become necessary for either of the Parties to employ an attorney to enforce or defend any of their rights or remedies hereunder, the prevailing Party shall be entitled to any reasonable attorney's fees incurred as a result of this enforcement or defense as well as being entitled to be reimbursement for all expenses incurred in connection therewith.

23. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

24. **Indemnity for Use of property.** Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's 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, to the extent permitted by law.

25. **Governing Law.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oregon.

26. **Waiver.** The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the Party may be entitled.

27. **Heirs and Successors.** All of the terms, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding on the heirs, executors, administrator, successors and assigns of the Parties, except as otherwise herein expressly provided.

28. **Conveyance.** On payment of the full amount of the Purchase Price and full compliance with the terms hereof, Seller agrees to execute and deliver to Buyer, a Warranty Deed conveying good and marketable title to the property free and clear of all liens and encumbrances that may have been created by Seller against the property subject only to the restrictive covenants and easements of record, if any existing as of this date against the property, as well as the present existing zoning ordinances. The Buyer shall pay all taxes, documentary stamps, and recording cost for this Agreement and for the Warranty Deed.

29. **Right of Inspection.** Buyer agrees that full inspection of the property has been made and that neither the Seller nor Seller's heirs, representatives, or assigns shall be held to any covenant respecting the condition of any improvements on the property nor to any agreement for alteration, improvement, or repairs, unless the covenant or agreement relied upon is in writing and attached to and made a part of this Agreement.

30. **Personal Injury.** Seller is not to be liable to Buyer or Buyers' agents or invitees, or any other person whomever for any injury to person or damage to property on or about the premises covered hereby for any reason whatsoever, and Buyer agrees to indemnify Seller and hold Seller harmless from any loss arising out of any such damage or injury.

31. **Disclosure Requirements.** The Buyer and Seller shall make all disclosures required by law.

32. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the Parties, as well as any prior writings.

33. **Amendments.** Any amendments or modifications of this Agreement or additional obligations assumed by either Party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each Party.

34. **Severability.** In the event that any provision, clause, sentence, section or other part of this Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Seller and Buyer intend that the balance of this Agreement shall nevertheless remain in full force and effect so long as the purpose of this Agreement is not affected in any manner adverse to either Party.

35. **Interpretation.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement:

SELLER

Jose E Venegas Maria Venegas
(Duly Authorized Seller Signature) JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS

8-30-2020
(Date)

BUYER

Rene Garcia Juanita Capristo C
(Duly Authorized Buyer Signature) RENE GARCIA FLORES AND JUANITA CAPRISTO CAMACHO

8-30-20
(Date)

STATE OF OREGON)

)ss:

COUNTY OF KLAMATH)

On AUGUST 30, 20 20, before me, TIRSA P VILLANUEVA, a notary public in and for said State personally appeared JOSE ENRIQUE VENEGAS & MARIA TERESA VENEGAS AND RENE GARCIA FLORES & JUANITA CAPRISTO CAMACHO, personally known to me (or proved to me based upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same in his/her/their signature on the instrument the person(s) or entity on behalf of which they acted, executed the instrument.

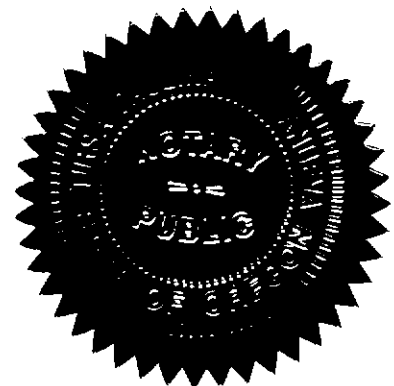
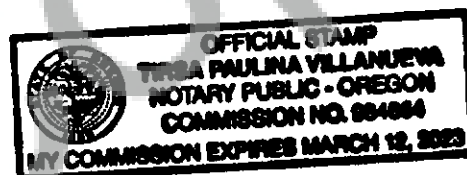
Witness my hand and official seal

[NOTARY SEAL]

Tirsa P. Villanueva

NOTARY PUBLIC TIRSA P VILLANUEVA

My commission expires MARCH 12, 2023



NOTARY ACKNOWLEDGEMENT - BUYER

STATE OF OREGON

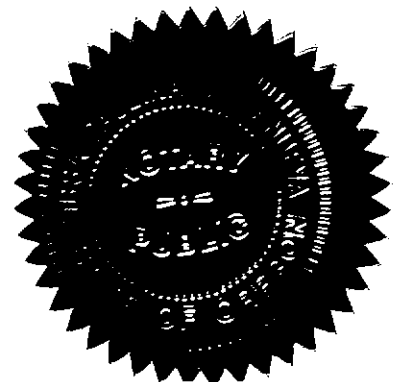
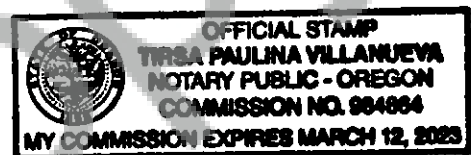
COUNTY OF KLAMATH ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, that RENE GARCIA FLORES AND JUANITA CAPRISTO CAMACHO personally appeared to me known to be the person(s) described in or who identified themselves to be the person(s) described by means of government issued identification (photo ID, driver's license, U.S. Passport) and, if applicable, a certificate of authority granting right to execute legal documents, and who executed the forgoing instrument and acknowledged before me that JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS executed the same for the purpose expressed.

Witnessed by my hand and official seal in the County and State aforementioned on this date of
AUGUST 30, 2020.

Tirsa P. Villanueva
(Notary Public Signature) TIRSA PAULINA VILLANUEVA

My Commission Expires: MARCH 12, 2023



NOTARY ACKNOWLEDGEMENT - SELLER

STATE OF OREGON

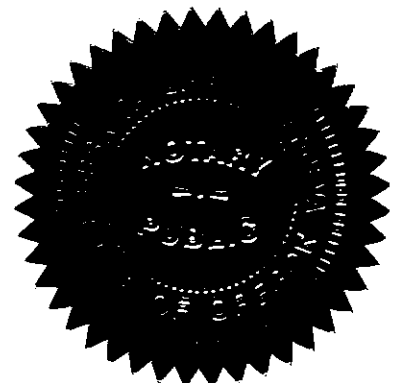
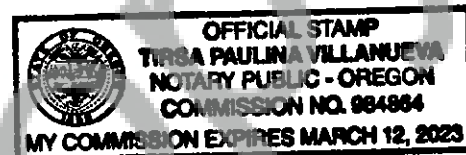
COUNTY OF KLAMATH ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, that JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS personally appeared to me known to be the person(s) described in or who identified themselves to be the persons described by means of government issued identification (photo ID, driver's license and/or U.S. Passport) and, if applicable, a certificate of authority granting right to execute legal documents, and who executed the forgoing instrument and acknowledged before me that RENE GARCIA FLORES AND JUANITA CAPRISTO CAMACHO executed the same for the purpose expressed.

Witnessed by my hand and official seal in the County and State aforementioned on this date of
AUGUST 30, 2020

Tirsa P. Villanueva
(Notary Public Signature) TIRSA PAULINA VILLANUEVA

My Commission Expires: MARCH 12, 2023



PROMISSORY NOTE

Promissory Amount: \$100,000.00

Dated: 08/30/2020

For the value received, RENE GARCIA FLORES AND JUANITA CAPRISTO CAMACHO, Buyer, located at 3950 Homedale Rd Unit 44, Klamath Falls, Oregon 97603, promises to pay JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS, Seller/Mortgagee, located at PO BOX 395, MALIN, Oregon 97632, the principal amount of \$100,000.00 with interest at the annual interest rate of 6%.

Payments are to be made payable to the Seller/Mortgagee, at the aforementioned address, in 60 consecutive installments of \$1,766.66, including interest, on the fifth day of each month, beginning on 10/05/2020 and continuing until this Promissory Note has been paid in full. If not paid off sooner, this note is due and payable in full on 10/05/2025.

This note is secured by the Agreement dated 08/30/2020, which has also been signed by the Buyer. This note may be accelerated and demand for immediate full payment made by the Seller/Mortgagee upon breach of any conditions of the security agreement. This note may be prepaid in whole or in part at any time without penalty. If the Buyer is in default more than 3 MONTHS without payment, this note may become payable upon demand by Seller/Mortgagee. This note is not assumable without the written consent of the Seller/Mortgagee. The Buyer waives demand, presentment for payment, protest, and notice. In the event of any default, the Buyer shall be responsible for any cost of collection, including, but not limited to, filing fees and attorney's fees.

RENE Garcia Juanita Capristo DATE: 8-30-20
(Buyer Signature)

RENE GARCIA FLORES AND JUANITA
CAPRISTO CAMACHO

**CONTRACT FOR DEED
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD BASED-PAINT HAZARDS**

LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting or selling pre-1978 housing, Lessors/Seller must disclose the presence of lead-based paint hazards in the dwelling. Renters/Buyers must also receive a federally-approved pamphlet on lead poisoning prevention.

SELLER'S DISCLOSURE

Presence of lead-based paint and/or lead based paint hazards:

Check one below

☐ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is applicable and is attached to this Agreement.

☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is not applicable and is not attached to this Agreement.

RECORDS AND REPORTS AVAILABLE TO THE SELLER:

Check one below

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing:

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT (INITIAL):

_____ Buyer has received copies of all information listed above.

_____ Buyer has received a copy of the pamphlet Protect Your Family from Lead in Your Home.

AGENT'S ACKNOWLEDGEMENT (INITIAL):

☒ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Jose E Venegas
(Agent Signature)

DATE: 8.30.2020

CERTIFICATION OF ACCURACY

JOSE E VENEGAS

To the best of their knowledge, the following parties have reviewed the information above and certify that the information they have provided is true and accurate.

Jose E Venegas
(Seller Signature) JOSE ENRIQUE VENEGAS

DATE: 8-30-2020

Rene Garcia
(Buyer Signature) RENE GARCIA FLORES

DATE: 8 30 20-20

Unofficial
Copy

SELLER ACCEPTANCE

DATE: 08/30/2020

The Seller accepts the foregoing offer to purchase on the aforementioned terms and conditions stated, and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth with the following exceptions:

ALL KITCHEN EQUIPMENT AND APPLIANCES AT THE RESTAURANT

The Seller acknowledges receipt of Deposit in the amount of \$20,000.00 by way of CHECK OR CASH to apply to the purchase price of the Property pursuant to the previously stated terms and conditions.

SELLER: Jose Venegas Maria Venegas
JOSE ENRIQUE VENEGAS AND MARIA TERESA VENEGAS

SELLER(S) ADDRESS: PO Box 395, Malin, Oregon 97632

SELLER(S) PHONE: 5418916350