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SALE AGREEMENT

04/28/2021 03:53:32 PM

Fee: \$97.00

Dated: July 17, 2019

Between:

Matthew Alan Anderson
1625 McClellan Drive
Klamath Falls, OR 97603

("Buyer")

And:

Sandra Lee Jasper
125 N. 2nd Street, PO Box 1002
Kalama, WA 98625

("Seller")

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 1665 Dayton Street, Klamath Falls, Klamath County, Oregon, having the following legal description (the "Property"):

The South 107 feet of Lots 4 and 5 in Block 2 of Bryant Tracts No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Agreement

Now, therefore, for valuable consideration the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$121,000.00 (the "Purchase Price").
2. **Payment of Purchase Price.** Seller is offering Buyer owner financing for the full purchase price in accordance with the OWNER FINANCING MORTGAGE CONTRACT that is being signed concurrently herewith.
3. **Preliminary Title Report.** Buyer is agreeable to accepting the Preliminary Title Report dated May 3, 2019, as was presented to Sandra Jasper by AmeriTitle, and Buyer acknowledges that he received a copy of same.
4. **Closing.** Closing will be accomplished by the signing of this Sales Agreement by both parties.
5. **Conditions.**
 - a. There are no conditions to Buyer's obligation to purchase the Property.
 - b. Buyer has previously inspected the condition of the Property.


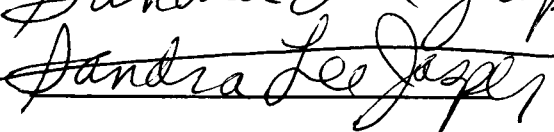


6. **Marketable Title; Deed.** After Buyer has fulfilled the obligations of the Owner Financing Mortgage Contract, which is being signed concurrently herewith, Seller will convey marketable title to the Property by bargain and sale deed.
7. **Title Insurance.** Buyer is agreeable to accepting the Title Insurance policy that was obtained by Seller through AmeriTitle, a copy of which will be presented to Buyer upon receipt by Seller.
8. **Taxes.** Buyer will be responsible for all Real property taxes from this date forward.
9. **Possession.** Buyer will be entitled to possession immediately on closing.
10. **Property Included.** All built-in appliances, floor coverings, desks, built-in shelving, plumbing, fixtures, ventilation, cooling and heating fixtures and equipment, water heaters, attached electric light fixtures, window coverings (inside and outside), planted shrubs, plants, and trees.
11. **Seller's Representations.** Subject to Seller's written representations contained herein, and any statutory property disclosures given as part of this transaction, Buyer acknowledges that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition "AS IS."
12. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may not be unreasonably withheld by Seller.
13. **Attorney Fees.** If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.
14. **Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by First Class mail, with a Certificate of Mailing, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective three (3) days after the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.
15. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

16. **Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.


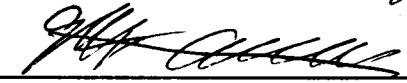
17. **Statutory Warning.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505. ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICE OF SALE OR TRANSFER OF THIS PROPERTY.

SELLER:

Sandra Lee Jasper

BUYER:

Matthew Alan Anderson

STATE OF OREGON.

County of Klamath } ss.

On April 28, 2021 before me personally appeared Sandra Lee Jasper
and Matthew Alan Anderson
whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Lisa M Kessler
Notary Public for Oregon
My commission expires December 19, 2022

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

OFFICIAL STAMP
LISA MARIE KESSLER
NOTARY PUBLIC-OREGON
COMMISSION NO. 982076
MY COMMISSION EXPIRES DECEMBER 19, 2022