



LIBERTY LAND SALES

2022-001178
Klamath County, Oregon



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01/28/2022 01:00:13 PM

Fee: \$122.00

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

NO BROKER - VACANT RESIDENTIAL LAND

WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.

Returned at Counter

FOR VALUABLE CONSIDERATION OF 10 dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Francis Newbury (herein "Buyer") and

Liberty Land Group LLC, a Oregon Limited Liability Company with a mailing address of 9450 SW Gemini Dr #25864 Beaverton, OR 97008 (herein "Seller") do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

Parcel ID	Recorder:Legal Description
R194131	The E1/2 S1/2 SE1/4 NW1/4 NW1/4 Section 27, Township 34 South, Range 7 East of the Willamette Meridian, County of Klamath, State of Oregon.

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

<u>Purchase Price</u>	<u>Down Payment Money</u>	<u>New Loan</u>
\$18,997.00	\$2,500.00	\$16,497.00

3. **FINANCING:** The following provisions apply with respect to financing:

 CASH SALE: This contract is not contingent on financing.

X **OWNER FINANCING:** Seller agrees to finance \$16,497.00 dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$16,497.00, bearing 12 % interest per annum, payable over a term of 84 Months with even monthly payments of \$291.22 , plus a \$20.00 Note Servicing Fee, plus estimated taxes of , secured by a Land Contract with the first payment to begin May 11, 2019 .

4. **DOWN PAYMENT MONEY:** Buyer has deposited \$2,500.00 as down payment money with Liberty Land Group LLC.

5. **PROPERTY CONDITION:** Buyer hereby represents that she has personally inspected and examined the above mentioned property and accepts the property in it's "as-is" and present



LIBERTY LAND SALES

condition. This property is covered by a 90- Day Satisfaction guarantee as covered in other provisions below.

6. UTILITIES: The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or floodplain on or affecting the real property except as follows: None. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows: None.
7. CLOSING: The closing of the sale will be on or before 2019-05-10 unless extended pursuant to the terms hereof. Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured. The closing date may also be extended by written agreement of the parties.
8. TITLE AND CONVEYANCE: Seller is to convey title to Buyer by Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the current year and subsequent years. A title report shall not be provided to Buyer at closing. Buyer may elect to do their own title search at their own expense. If there are title defects, Seller shall notify Buyer within 5 days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money or down payment monies deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.
9. APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of Buyer. A survey is not required.
10. POSSESSION AND TITLE: Prior to closing the property shall remain in the possession of Seller.
11. CLOSING COSTS AND EXPENSES: The following closing costs shall be paid as provided, if closed through a title company. No cost to buyer by closing directly.



LIBERTY LAND SALES

Closing Cost	Buyer	Seller	Both *
Attorney Fees / Title Company Fees	X		
Title Insurance		X	
Title Abstract or Certificate	X		
Recording Fees		X	
Appraisal	X		
Survey		X	
Transfer Taxes		X	
All other closing Cost	X		

* 50/50 between buyer and seller.

12. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.
13. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
14. ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
16. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations



LIBERTY LAND SALES

require filing written reports if cash in excess of specified amounts is received in the transaction.

17. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
18. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

Frances Newburry

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2363 Saddleback Dr

89020

poursha.sc@gmail.com

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To Seller at:

Liberty Land Group LLC

9450 SW Gemini Dr #25864

Beaverton, OR 9700

(888) 602-7363

admin@libertylandsales.com

19. **ASSIGNMENT:** This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.
20. **PRIOR AGREEMENTS:** This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
21. **NO BROKER OR AGENTS:** The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
22. **EMINENT DOMAIN:** If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.
23. **RECORDING:** This agreement may be recorded in the official records of Klamath County, Oregon.
24. **OTHER PROVISIONS:**
Our Guarantee: Liberty Land Group LLC will allow an additional inspection period of 90 days from date of down payment. If, for whatever reason, buyer is unsatisfied with the property, then Liberty Land



LIBERTY LAND SALES

LAND SALE CONTRACT

Purchase and Sale: The undersigned buyer(s) Frances and Daryl Newburry ("Buyers") agrees to buy and the undersigned seller Liberty Land Group LLC, a Oregon Limited Liability Company with a mailing address of 6060 N Central Expressway, Suite 500, Dallas TX 75206, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

Parcel ID

Recorder: Legal Description

R194131

The E1/2 S1/2 SE1/4 NW1/4 NW1/4 Section 27, Township 34 South, Range 7 East of the Willamette Meridian, County of Klamath, State of Oregon.

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

Items that will NOT remain with the property: N/A

The Seller address is: 6060 N Central Expressway, Suite 500, Dallas, TX 75206, Phone: (503) 451-5188

The Buyers address is: Frances and Daryl Newbury, 2363 Saddleback Dr, 89020

Purchase Price and Method of Payment: Buyer warrants that, except as may be otherwise provided herein, Buyer will have at the time this agreement is signed and notarized, sufficient cash to complete the purchase of the Property, except for that portion the Seller has authorized for payment on the terms outlined in this Land Sale Contract.

The Purchase Price to be paid is \$18,997.00. The terms of this Land Sale Contract are as follows:

1. Seller warrants the Property to be free of all liens and taxes are current.
2. Seller warrants the Property to be available to the buyer at the time of this contract's effective date.
 3. Seller holds the right to limit the amount of timber removed from the property to include only that area needed to place a dwelling or structure, until the total price of the property including interest is paid.
4. Seller to hold the Title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
5. The Seller, at the time of title transfer, will provide the Buyer with a marketable title.
6. Seller will pay the Taxes on the Property each year and the Buyer will reimburse the seller each year. Failure of the Buyer to reimburse the Seller for all taxes accrued from the date of this purchase within 60 days of the date due will void this Contract and the remaining amount owed on the Property will become due within 30 days.
7. The Seller will notify the Buyer by email (buyer must keep a valid email address on file) if the Buyer is at default.



LIBERTY LAND SALES

8. The Seller will allow a grace period for the monthly payment of 5 days from the date due. If the payment has not been received within the grace period, a \$25.00 penalty will be assessed to the payment.
9. The Seller reserves the right to take back possession of the Property if the Buyer is in default of the monthly payment by 35 days, at which time the Seller will notify the Buyer by email of default. The Buyer will have 30 days to bring payments current in order to cure the default. If full payment is not received at this time, the property will be considered foreclosed and the Buyer will forfeit all interest and payments made. If the Seller and Buyer cannot work out any problems associated with the said property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.
10. The terms of payment are as follows:
 11. Purchase price \$18,997.00
 12. Down payment will be \$2,500.00
 13. The total amount financed plus interest is \$24,462.24
 14. Payments of \$311.22 will be made monthly for a period of 84 months at an interest rate of 12% simple interest. \$291.22 of each payment will be applied to principal and interest and the balance to the Note Servicing Fee of \$20.00 and the estimated taxes of .
 15. Payments will begin on May 11, 2019 and will continue until principal is paid in full.
 16. There is no prepayment penalty. This note can be paid off at any time. Only the interest accrued to the date of payoff will be assessed.
 17. Seller will record title Warranty Deed to the county of Klamath, State of Oregon, within 30 days of payoff.



LIBERTY LAND SALES

Group LLC agrees to either exchange said property, or refund all monies minus closing costs, payment fees and accounting setup fees. Failure to make scheduled payments within the first 90 days of ownership will void the 90 day guarantee.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

GOVERNING LAW: This contract shall be governed by the laws of the State of Oregon.

EXECUTED 2019-05-15 (THE EFFECTIVE DATE).

Frances Newbury
Frances Newbury

1-25-22
Date

Daryl Newbury
Daryl Newbury

1-25-22
Date

Acknowledgment of Individual

STATE OF OREGON
COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me this JANUARY 27 (date),
by Frances Newbury who is personally known to me or who has produced OR ID
OR ID (type of identification) as identification.

[Signature]
Notary Public Signature

Printed Name: RODRIGO DUARTE HERNANDEZ

My Commission Expires: 12/29/2024

Acknowledgment of Individual

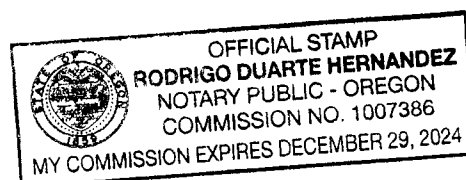
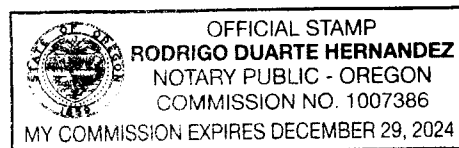
STATE OF OREGON
COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me this JANUARY 25 (date),
by Daryl Newbury who is personally known to me or who has produced OR ID
OR ID (type of identification) as identification.

[Signature]
Notary Public Signature

Printed Name: RODRIGO DUARTE HERNANDEZ

My Commission Expires: 12/29/2024





LIBERTY LAND SALES

Binding Agreement Date

This instrument becomes binding once the Buyer signs this instrument.

We, Frances Newbury and Daryl Newbury, have accepted this offer subject to the terms noted in this Land Sale Contract as a legal and binding contract.

Frances Newbury
Francis Newbury

1-25-22
Date

Daryl Newbury
--Daryl Newbury

1-25-22
Date

Acknowledgment of Individual

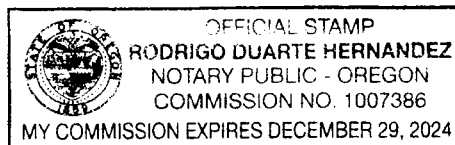
STATE OF OREGON
COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me this JANUARY 15, 2022 (date),
by Frances Newbury who is personally known to me or who has produced
OR DL (type of identification) as identification.

[Signature]
Notary Public Signature

Printed Name: RODRIGO DUARTE HERNANDEZ

My Commission Expires: 12/29/2024



Acknowledgment of Individual

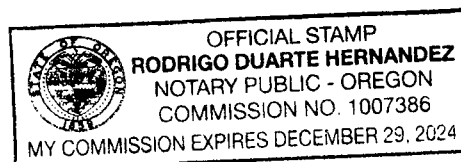
STATE OF OREGON
COUNTY OF CLATSOP

The foregoing instrument was acknowledged before me this JANUARY 15, 2022 (date),
by Daryl Newbury who is personally known to me or who has produced
OR DL (type of identification) as identification.

[Signature]
Notary Public Signature

Printed Name: RODRIGO DUARTE HERNANDEZ

My Commission Expires: 12/29/2024





LIBERTY LAND SALES

BY SELLER:

Elizabeth K. Piatt, Manager

Liberty Land Group, LLC

Elizabeth K. Piatt, Manager

6060 N Central Expressway

Suite 500

Dallas, TX 75206

The foregoing instrument was acknowledged before me this January 26 2022 (date),
by Elizabeth Piatt who is personally known to me or who has produced
Arizona Driver License (type of identification) as identification.

Kathleen Blank

Notary Public Signature

Printed Name: Kathleen Blank

My Commission Expires: 11/09/23

