

After recording documents,  
Mail the documents to  
Laura Garcia at  
P. O Box 713  
Farmersville CA  
93223

**2022-005815**  
Klamath County, Oregon



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05/06/2022 12:44:44 PM

Fee: \$97.00

**DATE: December 8, 2021**

## **AGREEMENT TO PURCHASE REAL PROPERTY-REAL PROPERTY SALES CONTRACT**

**THIS IS TO BE A LEGALLY BINDING AGREEMENT-READ IT CAREFULLY**

**WHEREAS Timothy Young hereinafter called seller, desires and agrees to sell, and;  
Laura Garcia; hereinafter called buyer, desires and agrees to buy the following  
real property, situated in KLAMATH COUNTY, OREGON; described as follows:**

**KLAMATH FALLS. OREGON - PARCEL NUMBER: R-3611-006D0-00600-000**

**6.5 Acres - Rim Drive**

**WHEREAS Buyer and Seller have agreed upon the terms and conditions of this sale and Purchase of real  
property;**

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**CONSIDERATION: The consideration for this real property shall be payable as follows:**

**\$500.00 Down Payment**

**\$200.00 Dollars Per Month for 5 years (60 Months)**

**TERMS: The Buyer hereby promises to make monthly payments in installments. The first installment due at  
signing of this contract and subsequent installments shall be due in monthly thereafter. The amount of each  
installment shall be \$200.00 dollars. If payment is made, the term of this agreement is 5(five) years; (60  
months).**

**LATE PAYMENTS AND REMEDIES: A grace period of 20 days shall apply to all due dates. Should a  
payment not be received within the grace period, a late charge of 25% of the payment amount, shall be added  
to the balance due. Should any payment be more than 45 days late, Seller shall send to Buyer by Certified  
Mail a Second Notice of late Payment Due. Should and payment be more than 60 days late, Buyer shall have**

defaulted on this Agreement and the amounts theretofore paid by Buyer may be retained by the Seller as the consideration for making the Agreement. Thereupon Seller shall be released from any obligation in law or in equity to convey the subject property, and Buyer and Seller shall thereafter have no further obligations of any kind to each other except as provided in WARRANTY BY BUYER Section below. IF A PAYMENT IS MORE THAN 60 DAYS LATE THE BUYER WILL LOSE ALL RIGHTS TO THE PROPERTY, AND ALL THE PAYMENTS MADE UP TO THAT TIME. Any occupancy of said property thereafter by Buyer shall be deemed to be a tenancy at the pleasure of Seller, and Buyer shall never acquire and expressly any and all rights or claims of title because of such possession. Seller shall send a check returned unpaid for any reason promptly to the Buyer for replacement. Said replacement shall be subject to the foregoing Late Payments and Remedies Provisions: additionally, a Returned Check Fee of \$25.00 will be assessed.

**INSPECTION OF PROPERTY:** It is understood and agreed that the Buyer has inspected said property, or the Buyer's representative. If such inspection has not been made, the Buyer upon the execution of this Agreement waives the right of inspection. Buyer accepts the property, subject to covenants, conditions, reservation, easements, and zoning existing and/or of record, and subject to any facts an accurate survey may reveal. Seller does not warrant availability of streets or utilities, or the cost of installation thereof, nor zoning, built ability, or any other restrictions, which may be imposed by any governmental entity. Buyer is relying on his own evaluation of the property as to suitability for Buyer's purposes.

**COMPLETION OF TRANSACTION:** Upon the payment by Buyer of the then remaining principal balance, Seller will pay for preparing, notarizing and recording the Grant Deed.

**PROPERTY TAXES AND OTHER ASSESSMENTS:** Buyer and Seller acknowledge that until the Transaction is completed the title to the property will remain in Seller's name, and thus Seller will receive all property tax bills and notices relating to the property. Buyer will be responsible for all taxes or assessments due after signing contract; Seller shall promptly pay any such taxes and assessments and promptly send a copy of the transaction to Buyer. Buyer shall within 15 days reimburse Seller for any funds so expended Seller shall forward to Buyer a copy of and other notices received in connection with the property.  
**NOTE:** Property Taxes are pay up to October 2022.

**WARRANTY BY SELLER:** Seller warrants that Seller holds a deed for the subject property; that there are no material encumbrances on the subject property except as noted in Section "INSPECTION OF PROPERTY" above; that Seller upon request will provide a copy of said deed to Buyer; that Seller will maintain the title of said property clear of and new encumbrances that may arise due to Seller's action or inaction; and that Seller will promptly notify Buyer of any event that would effect beneficially or adversely Buyers' ultimate interest in the property.

**WARRANTY BY BUYER:** Buyer warrants that Buyer will not declare or attempt to declare a Homestead upon the property nor select the property as a Homestead. This Statement of Homesteading includes that buyer will not live, alter or store items on said property until paid off. That Buyer will not record the Agreement, that during the term of this agreement Buyer will not encumber or commit waste upon said property and will keep said property free of all liens and encumbrances of every kind and nature; that Buyer will keep, preserve and maintain said property in good order and condition; that Buyer shall comply with all laws, ordinances, regulation, covenants, conditions, restrictions, easements, rights and rights-of-way relating to or affecting said property; that Buyer will not in any manner assign this agreement to another party; and that if required due to the default provisions of Section "LATE PAYMENTS AND REMEDIES", Buyer will at the written request of Seller deliver to Seller a good and sufficient Grant Deed or other documents by Seller to enforce the provisions of said Section "LATE PAYMENTS AND REMEDIES".

**MUTUAL LIABILITY LIMITED:** In no event whatsoever shall either party be liable or responsible to the other party for any amount in excess of the consideration paid by Buyer to Seller.

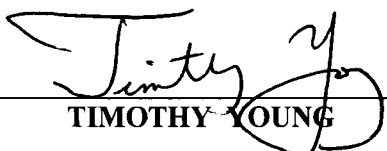
**NO OTHER REPRESENTATIONS:** No representations, agreements or warranties, whether express or implied, not set forth herein have been made by Seller or Buyer. Any information provided by either party as a convenience is believed to be accurate, but should be independently verified prior to reliance thereon.

**OTHER MATTERS:** Time is of the essence in this Agreement. Should legal action be instituted, the prevailing party shall be entitled to recover reasonable attorney and other legal fees. Also, all legal matters shall be handled in accordance with California Law.

**WORDING:** The words in this Agreement, including "Buyer" and "Seller", shall be construed as appropriate to include the singular and the plural, and/or the masculine or the feminine.

Executed: December 8, 2021

DATE: 12/8/2021

SELLER:   
TIMOTHY YOUNG

DATE: 12/13/2021

BUYER:   
LAURA GARICA

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, Relating to notaries public.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On December 8, 2021 before me, John A Wakefield Notary Public  
Date Name and Title of Officer

personally appeared Timothy Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

John A Wakefield  
Signature of Notary Public

