

2022-007113

Klamath County, Oregon



00301391202200071130070078

THIS SPACE PROVIDED FOR RECORDER'S USE

06/07/2022 11:33:49 AM

Fee: \$112.00

Send Tax to
~~Bill~~ Heinrich, Rodriguez
11930 Hwy 39
Klamath Falls Or. 97603

WHEN RECORDED RETURN TO:

Dave Jensen
PO Box 562
Merrill, Oregon, 97633

CONTRACT FOR DEED

This Contract ("Contract") is effective as of March 01, 2022 by and between David Ted Jensen and Patricia Joanne Jensesn, Trustees of the David Ted Jensen and Patricia Joanne Jensen Revocable Living Trust of PO Box 562, Merrill, Oregon, 97633 hereinafter referred to as "SELLER", whether one or more, and the following Buyers:

- William Heinrich
- Eva Rodriguez

hereinafter referred to as BUYER, whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 11030 Highway 39, Klamath Falls, Oregon, 97603 in Klamath County and is legally described as

~~Parcel 2~~: Parcel 3, Land Partition 27-99, lying in Section 1, Township 40 South, Range 09 E.W.M., Klamath County, Oregon.

Property ID No: 883552
Map Tax Lot No: 4009-00100-00102

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$340,405.00 with interest from March 15, 2022, on the unpaid principal at the rate of 4.50% per annum.

TERMS OF PAYMENT. Payments under this contract should be submitted to Dave Jensen at PO Box 562, Merrill, Oregon 97633.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 4.50% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$1,805.46, beginning on April 15, 2022, and continuing until July 15, 2049, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. There will be no late payment charge for payments received after the Due Date.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract by making payment in full of the then remaining unpaid principal and accrued interest.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 0 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 0 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for

Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney 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.

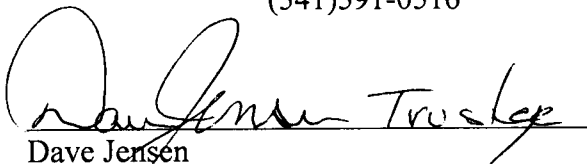
GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Oregon.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

TAX EXEMPTION. Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By: Eva Rodriguez
11030 Hwy 39
Klamath Falls, Oregon, 97603
(541)591-0516


Dave Jensen

PO Box 562
Merrill, Oregon, 97633

6-2-22
Date

STATE OF OREGON, ss:COUNTY OF KLAMATH, ss:

This instrument was acknowledged before me on this 2nd day of June 2022.



by Dave Jensen and Trustee.

Vickie L Baker
Notary Public

Notary Public
Title (and Rank)

My commission expires 8-19-2025

William Heinrich
William Heinrich
11030 Hwy 39
Klamath Falls, Oregon, 97603

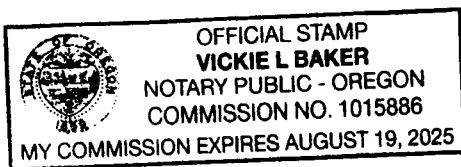
6-2-22
Date

Eva Rodriguez
Eva Rodriguez
11030 Hwy 39
Klamath Falls, Oregon, 97603

6/2/22
Date

STATE OF OREGON, ss:COUNTY OF KLAMATH, ss:

This instrument was acknowledged before me on this 2nd day of June,
2022 by William Heinrich and Eva Rodriguez



Vickie L Baker
Notary Public

Notary Public
Title (and Rank)

My commission expires 8-19-2025

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

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) _____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) _____ Buyer has received copies of all information listed above.

(d) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

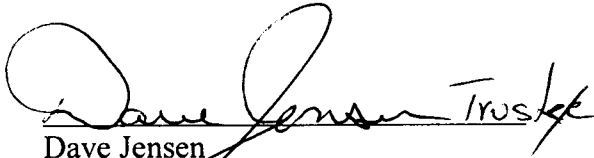
Agent's Acknowledgment (initial)

(e) _____ 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.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their

knowledge, that the information they have provided is true and accurate.

 Trustee 6-2-22
Dave Jensen
PO Box 562
Merrill, Oregon 97633
Date


William Heinrich
11030 Hwy 39
Klamath Falls, Oregon 97603
6-2-22
Date


Eva Rodriguez
11030 Hwy 39
Klamath Falls, Oregon 97603
6-2-22
Date