

AFFIDAVIT AND MEMORANDUM OF INTEREST IN REAL PROPERTY

STATE OF **Oregon**
COUNTY OF **Klamath**

September 26th, 2024

BEFORE ME, the undersigned authority, on this day personally appeared, who being first duly, deposes and says:

1. Seller agrees that Want To Sell Now LLC has an interest in the real property described herein was entered into by and between the Affiant, Brandon Sepulveda Managing Member of Want To Sell Now LLC as Buyer, and Eli Kaler & Jessica Chapple, as Seller(s), on the 2nd Day of August 2024. The consideration for the property being Twenty-Five Thousand Dollars (\$25,000.00).
2. Any interested party may contact: Brandon Sepulveda on behalf of WANT TO SELL NOW LLC, whose mailing address is 901 S Mopac Expy, Building II, Ste 375, Austin, TX 78746 and whose telephone number is 512-779-0252.
3. ALL PROSPECTIVE PURCHASERS BEWARE, Affiant has an equitable interest in the herein described real property by virtue of a properly executed contract. Affiant is ready, willing and able to close this transaction pursuant to the terms of the contract. A release must be signed by Want To Sell Now LLC to void this contract and filed where the property is located. A copy of the contract for Purchase and Sale of the subject property may be obtained by contacting Want To Sell Now LLC.

ADDRESS: 4250 Douglas Ave Klamath Falls, OR 97601

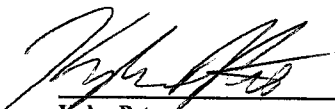
Legal Description: STEWART, BLOCK 3, LOT 24

APN: R536646

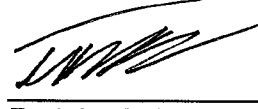
Old APN: 536646

PREPARED BY Amber Vasquez

PREPARER'S ADDRESS: 901 S Mopac Expy, Building II, Ste 375, Austin, TX 78746



Kyler Peters
Managing Member of Want To Sell Now LLC



Travis Sepulveda
Managing Member of Want To Sell Now LLC

Return to Sender: Want To Sell Now LLC

Return Address: 901 S Mopac Expy, Building II, Ste 375, Austin, TX 78746

FURTHER AFFIANT SAYETH NOT KYLER PETERS & TRAVIS SEPULVEDA

STATE OF TEXAS

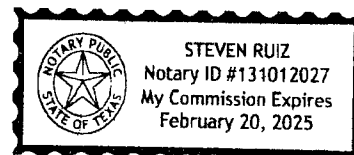
COUNTY OF TRAVIS

Sworn to and described before me this 26 day of September, 2024.

NOTARY PUBLIC Steven Ruiz

NAME OF NOTARY Steven Ruiz

NOTARY COMMISSION EXPIRES 2/20/2025



REAL ESTATE SALE AND PURCHASE CONTRACT

CONTRACT DATE: July 31st, 2024

SELLER: ELI KALER & JESSICA CHAPPLE (name) eli.kaler86@gmail.com (email)
4250 Douglas Ave Klamath Falls, OR 97601 (address) 541-281-1154 (phone)

BUYER: Want To Sell Now LLC

PROPERTY: 4250 Douglas Ave Klamath Falls, OR 97601

PURCHASE PRICE: \$121,890.00

1. Agreement. Seller agrees to sell, and Buyer agrees to purchase the Property with all improvements and fixtures attached to or located on the Property including appliances, for the Purchase Price and subject to the terms and conditions set forth in this Contract. The full legal description of the Property is the same as is recorded with the county recorder's office in the county in which the Property is located and is made part of this Contract by reference. The following personal property **if selected** shall be included in the sale:

☐ Other: _____

2. Earnest Money. Buyer ☒ shall deposit or ☐ shall have the option to deposit Earnest Money with the Escrow Agent. The Earnest Money shall be held by the Escrow Agent and credited towards the Purchase Price at the Close of Escrow. Earnest money deposit shall be \$1,000.00.

3. Close of Escrow. Close of Escrow shall occur when the deed is recorded at the appropriate county recorder's office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to the Escrow Agent all closing documents, and perform all other acts necessary in sufficient time to allow Close of Escrow to occur on the Closing Date. If the Close of Escrow does not occur on the Closing Date, through no fault of Buyer, the parties agree that the Closing Date will automatically extend on a weekly basis, at the option of Buyer, to allow sufficient time for the Close of Escrow to occur. Closing date shall be on or before 90 days after list date Title company to be determined by Buyer.

Seller shall pay any costs necessary to convey fee simple marketable and insurable title to Buyer, clear of all liens, mortgages or other encumbrances. All real estate taxes, insurance, interest, maintenance fees, assessments, dues and rents, if any, will be prorated as of the Closing Date. Buyer shall pay for any title insurance and all standard closing costs. Unless otherwise agreed in writing, the Property shall be vacant as of the Closing Date. Any personal property not included in the sale of the Property but left at the Property after the Closing Date will belong to Buyer at no additional cost.

4. Risk of Loss. If there is any loss or damage to the Property between the Contract Date and the Closing Date through no fault of Buyer, the risk of loss shall be on Seller. If the cost to repair any such loss or damage exceeds ten percent of the Purchase Price, then either party may elect to cancel this Contract without any further recourse. If so cancelled, the Buyer shall receive a refund of any Earnest Money paid. Seller will not further encumber the property, and an affidavit may be recorded at Buyer's expense putting the public on notice that the closing of this contract.

5. Seller Representations. Seller represents, warrants, and covenants as follows, all of which shall survive the Close of Escrow:

- (a) Seller is not aware of any unrecorded liens, leases, or other encumbrances affecting the Property.
- (b) Seller has not previously transferred or conveyed the Property, and shall not transfer or convey the Property, to any other person or entity prior to the Closing Date. Seller understands that any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- (c) Seller has actual authority to sell the Property without the joinder or approval of any other person or entity whatsoever. In the event it is determined that Seller does not have such authority, Seller shall take all actions within Seller's control that are necessary to convey Property to Buyer.

6. Discount. Seller acknowledges that Buyer is an investor that buys and sells real property for a profit.

7. Licensure. The buyer and or assignee may, or may not, hold an inactive real estate license.

8. Notice to Cure. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice, the failure to comply shall constitute a breach of this Contract. Notwithstanding the foregoing, Buyer is not required to provide any notice to Seller if Seller refuses and/or otherwise states an intention to refuse to close escrow on or before the Closing Date.

9. Breach – Remedies. If Buyer breaches the Contract, actual damages to Seller will be difficult to calculate. As such, Buyer and Seller agree that the Earnest Money is a reasonable approximation of any such damages and if Buyer breaches the Contract, then Seller's sole remedy shall be limited to Buyer's Earnest Money. If Seller breaches this Contract, Buyer may cancel this Contract and/or proceed against Buyer in any claim or remedy that Buyer may have in law or equity.

10. Entire Agreement. This Contract contains the entire understanding between the parties concerning this subject matter, and supersedes any prior agreements and understandings, whether oral or written.

11. Severability. If any provision of this Contract is determined to be invalid or unenforceable, such provision shall be severed and shall be inoperative; the remainder of this Contract shall remain operative and binding on the parties.

12. Waiver. No provision of this Contract shall be deemed waived unless in writing and signed by the party against whom it is asserted. The waiver by any party of any right or remedy shall not be deemed to be a continuing waiver or a waiver of any other right or remedy.

13. Due diligence. This contract is contingent upon the Buyer's inspection and/or approval of the property prior to transfer of title. Seller shall cooperate in making the property reasonably available for such inspection(s). Buyer shall be allowed a seven-day extension of closing for each week seller does not allow access. If so cancelled, the Buyer shall receive a refund of any Earnest Money paid.

14. Attorney Fees. The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs.

15. Other agreements. Buyer Agrees to Purchase Property in "As Is" Condition. Buyer to Pay All Closing Cost. This contract allows the Buyer reserves the right novate this agreement with a replacement agreement with a third-party purchaser, and in either such event, Seller shall cooperate fully, at Buyer's request, to transfer title to the Property directly to the third-party purchaser; provided, however, that Buyer shall be responsible for all additional transfer tax payable by Seller as a result of the assignment/novation, to record a memorandum of agreement with the appropriate county department to show an agreement for sale is executed. Buyer reserves the right to novate this agreement with a replacement agreement with a third-party purchaser, and in such event, Seller shall cooperate fully, at Buyer's request, to transfer title to the Property directly to the third-party purchaser; provided, however, that Buyer shall be responsible for all additional transfer tax payable by Seller as a result of the assignment/novation. Seller acknowledges that Buyer is an investor that buys and sells real property for a profit. The Purchase Price does not necessarily represent the fair market value. Buyer has an unqualified right to assign its rights under this Contract to a third-party.

16. Counterparts. This Contract may be executed in counterparts; all such counterparts will constitute one and the same instrument and deemed an original Contract. A party may sign by electronic signature or deliver the executed Contract by any means of electronic transmission.

17. Additional Terms and Conditions. If there is a conflict between these Additional Terms and Conditions and any other term or condition in this Contract, then the Additional Terms and Conditions shall control.

18. Buyer agrees to pay reinstatement balance to stop foreclosure once clear and marketable title is provided.

19. Buyer shall be reimbursed for any cash advances at the close of escrow from seller proceeds including any funds used to pay reinstatement balance.

THIS IS A LEGALLY BINDING CONTRACT. ALL PARTIES ACKNOWLEDGE THAT BY SIGNING BELOW, THEY HAVE READ, UNDERSTOOD AND AGREE TO THIS AGREEMENT.

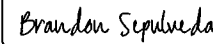
SELLER:

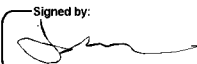
BUYER:

Signed by:

E069C3BF013B487...
Name: ELI KALER

8/1/2024 | 1:45:04 PM PDT

DocuSigned by:

B14D0D0B6AB645D...
7/31/2024 | 4:38:28 PM PDT
Want To Sell Now LLC
By: Brandon Sepulveda, Authorized Signor

Signed by:

EB21290A876A49D...
Name: JESSICA CHAPPLE

8/2/2024 | 10:24:18 AM PDT

Authorization To Sign Listing Docs And Offers

BE IT ACKNOWLEDGED that I/we ELI KALER & JESSICA CHAPPLE, the "Seller", do hereby grant a limited and specific authorization to sign Want to Sell Now, LLC, a Texas Limited Liability Corporation located in 706a W Ben White Blvd. Austin, TX 78704 as my "Attorney-in-Fact".


Said Attorney-in-Fact shall have full power and authority to undertake and perform the following acts on my behalf, related to 4250 Douglas Ave Klamath Falls, OR 97601 (the "Property"):

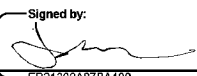
1. Seller specifically authorizes and gives permission to the Attorney-in-Fact to list the property on any and all multiple listing service(s) (MLS) for the purpose of marketing & selling the Property. This includes executing listing agreement(s), listing agreement addendum(s), disclosures, sales contracts and addendums.

The authority herein shall include such incidental acts as reasonably required to carry authorities granted herein.

This authorization is effective upon execution. This authorization may be revoked when the above state one (1) time power or responsibility has been completed.

This authorization form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall gave full rights to accept and reply upon the authority of the Attorney-in-Fact until the receipt of actual notice of revocation.

Name: ELI KALER Signature:  Date: 8/1/2024 | 1:45:01 PM PDT
Signed by: E0B9D3BF013B4B7...

Name: JESSICA CHAPPLE Signature:  Date: 8/2/2024 | 10:24:18 AM PDT
Signed by: EB21290A87BA490...