

2024-010696

Klamath County, Oregon

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by:



00336618202400106960060061

12/11/2024 08:54:14 AM

Fee: \$107.00

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: _____

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: Robert Froh and David Nichols

Address: 2042 Sandra Pl

City, ST Zip: Medford, OR 97504

2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Owner Carry Real Estate Purchase Agreement

3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: Robert Froh

Grantor Name: _____

4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: David Nichols

Grantee Name: _____

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**

Name: Robert Froh and David Nichols

Address: 2042 Sandra Pl

City, ST Zip: Medford, OR 97504

6. TRUE AND ACTUAL CONSIDERATION –
Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ 0.00

7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)

Tax Acct. No.: APN 3610-001D0-02500

OWNER CARRY REAL ESTATE PURCHASE AGREEMENT
State of Oregon

This Owner Carry Real Estate Purchase Agreement ("Agreement") is made on this 10th day of December, 2024, by and between:

Seller(s): Robert Froh ("Seller"), residing at 555 E Crane Blvd Burns, OR
Buyer(s): David Nichols ("Buyer"), residing at 2042 Sandra PL, Medford, Oregon 97504 97720

Property: The real property located at 25925 Hoodriver Dr. Chiloquin OR 97624, Title no# 326924 ("Property"), legally described as: Land

Legal Description Exhibit "A" Attached

1. SALE AND TERMS

Seller agrees to sell, and Buyer agrees to purchase, the Property under the following terms:

- Purchase Price \$12,600
- Down Payment: \$3000 (Payable at the time of execution of this Agreement)
- Owner Carry Amount: \$9600 (Balance of Purchase Price carried by Seller)

2. PAYMENT TERMS

The Buyer shall repay the Owner Carry Amount under the following terms:

- Principal Amount: ** \$9600
- Interest Rate: ** 0%
- Payment Schedule Monthly payments of \$400, beginning on Jan 1st, 2025
- Loan Term: ** 2 years

Payments shall be made to Seller at:

P.O. box 29 grimes, GA
95450

3. SECURITY INSTRUMENT

NA

The Owner Carry Amount shall be secured by:

staying on title till last payment received

1. A Promissory Note executed by the Buyer in favor of the Seller.
2. A Trust Deed (or Deed of Trust) to be recorded against the Property in accordance with Oregon law.

— NA *RF*

4. TAXES, INSURANCE, AND UTILITIES

Property Taxes: Beginning on Jan 1st, 2025, Buyer shall assume responsibility for all property taxes. Buyer agrees to provide proof of tax payment upon request by Seller.

RF

- 5. DEFAULT

In the event of default by Buyer, including failure to make payments, or pay property taxes,

Seller may: In the event David Nicholas defaults on our payment arrangement or is unable to make payments he will at that time relinquish interest back to me.

- Initiate foreclosure proceedings in accordance with Oregon Trust Deed laws; or

- Pursue other legal remedies as provided by law.

— *RF*

6. POSSESSION AND TITLE

- Possession: Buyer shall take possession of the Property on Dec 10th, 2024, unless otherwise agreed in writing.

- Title: Seller guarantees that the title is free and clear of encumbrances, except for those disclosed in this Agreement. Title transfer shall be executed via a warranty deed.

- Closing Costs: Buyer and Seller agree to split closing costs as follows:

— *N/A*

N/A RF

7. DISCLOSURES AND INSPECTIONS

- Seller represents that all required Oregon property disclosures have been provided to Buyer in compliance with ORS 105.465.
- Buyer acknowledges that they have conducted all desired inspections or waived the right to do so.

N/A
NRF

8. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Oregon. Any disputes shall be resolved in the courts located in Klamath County, Oregon.

9. ENTIRE AGREEMENT

This Agreement, including attachments, represents the entire understanding between the parties. Any amendments must be in writing and signed by both parties.

10. SIGNATURES

Seller(s):

~~Robert J. Froh~~

(Print Name)

Robert J. Froh

(Signature)

Date:

12/10/24

Buyer(s):

David Nichols

(Print Name)

(Signature)

DAVID NICHOLS

Date:

12/10/24

Legal Description

Exhibit "A"

Lot 17, Block 38, Nimrod River Park, 4th Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

APN 3610-001D0-02500

Unofficial
Copy

Acknowledgment in an Individual Capacity

State of OREGON

County of Klamath

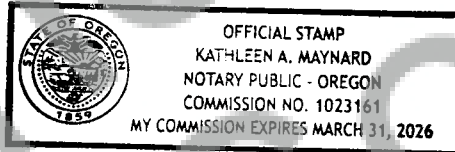
This record was acknowledged before me on (date) December 10, 2024 by

(name(s)) of individual(s) Robert Froh and David Nichols



Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3 of a Owner Carry Purchase Agreement (title or type of document), dated December 10, 2024, consisting of 3 pages.