

2026-003192

Klamath County, Oregon

04/10/2026 03:07:02 PM

Fee: \$107.00

SEND ALL TAX STATEMENTS TO:

Cash Is King LLC
PO Box 291
Maryhurst OR 97036

AFTER RECORDING RETURN TO:

Cash Is King LLC
PO Box 291
Maryhurst OR 97036

MEMORANDUM OF CONTRACT OF SALE

DATED: 4/6/2026

BETWEEN: Dustin D Howell & Jessica L Howell ("Seller")
Address: 2480 LINDLEY WAY KLAMATH FALLS , OR 97601

AND

Cash Is King, LLC ("Buyer")
Address: PO Box 291 Maryhurst OR 97036

Pursuant to an Agreement for the Purchase and Sale of Real Estate aka Contract of Sale ("Contract") dated 4/2/2026, Seller agreed to sell and Buyer agreed to purchase the Seller's interest in that certain real property located at 2480 LINDLEY WAY KLAMATH FALLS , OR 97601 in Polk County, Oregon, APN# 53186 and 53187 legal description is A parcel of land situated in the SW1/4 NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a one inch iron shaft with hex nut marking the Northwest corner of said SW1/4 NW1/4; Thence North 89° 55' East along the North line of said SW1/4 NW1/4, 539.09 feet to a 5/8 inch iron pin; thence South 00° 05' East 374.00 feet to a 5/8 inch iron pin on the Northly right of way line of Lindley Way, a county road; thence South 89° 55' West along said right of way line, 25.00 feet; thence North 00° 05' West, 249.69 feet to a 1/2 inch iron pin; thence South 89° 55' West, 234.52 feet to a 1/2 inch iron pin; thence South 00° 06' West, 62.69 feet to a 1/2 inch iron pin; thence South 89° 55' West 280.00 feet to a 1/2 inch iron pin on the West line of said Section 5; thence North 00° 06' East along said West line of Section 5, 187.00 feet to the point of beginning.

All amounts owed under the Contract will be due and payable no later than the agreed-upon closing date in the Contract of Sale or as otherwise extended pursuant to the terms and conditions of the Contract; at such time, Seller shall convey fee title in the Property to the Buyer in accordance with the Contract.

The true and actual consideration to be paid for this transfer, subject to adjustment pursuant to the Contract, stated in terms of dollars is \$290,000. The final true and actual consideration shall be in accordance with the Contract.

This Memorandum is not intended to change any of the terms of the Contract and in the event of any inconsistency between the terms of this Memorandum and the terms of the Contract, the terms of the Contract shall prevail.

In the event of any breach or default by Seller in or of the Contract terms or provisions thereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition to and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of the Contract and Memorandum.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned represents that he/she/they has/have caused this Memorandum to be executed as of the day and year written above.

BUYER

Signature: _____

Date signed: _____

Printed name: Cash is King LLC

SELLER

Signature: _____

Date signed: 4/8/26

Printed name: DUSTIN D HOWELL

SELLER

Signature: _____

Date signed: 04/08/2026

Printed name: JESSICA L HOWELL

JLH

STATE OF OREGON OR

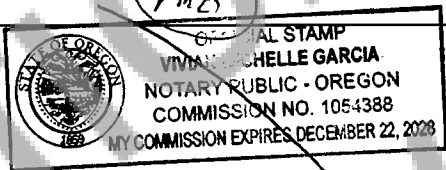
SS.

County of Klamath

BE IT REMEMBERED, That on this 8th day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DUSTIN D. HOWELL and acknowledged that he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 12/22/28



STATE OF OREGON OR

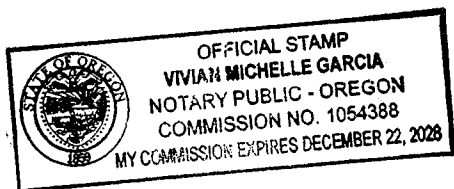
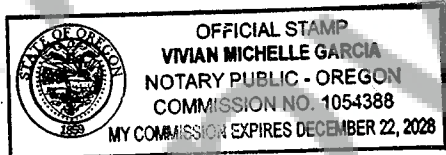
SS.

County of Klamath

BE IT REMEMBERED, That on this 8th day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JESSICA L. HOWELL and acknowledged that he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 12/22/28



In the event of any breach or default by Seller in or of the Contract terms or provisions thereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition to and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of the Contract and Memorandum.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned represents that he/she/they has/have caused this Memorandum to be executed as of the day and year written above.

BUYER

Signature: _____

Date signed: _____

Printed name: Cash is King LLC

SELLER

Signature: _____

Date signed: _____

Printed name: DUSTIN D HOWELL

SELLER

Signature: _____

Date signed: _____

Printed name: JESSICA L

STATE OF OREGON _____)

ss.

County of _____)

BE IT REMEMBERED, That on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ and acknowledged that he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON _____)

ss.

County of Clackamas _____)

BE IT REMEMBERED, That on this 10th day of April, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jordan Matins and acknowledged that he/she/they executed the foregoing instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Haylee Johnston

Notary Public for Oregon

My Commission Expires: 02/25/2030

* Authorized member of Cash is King LLC

