



Sale Agreement # gd92007

1 FINAL AGENCY ACKNOWLEDGMENT  
23 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the  
4 following agency relationships in this transaction:5 (1) Gillian Dressel(Name of Selling Licensee) of Prudential NW Properties6 (Name of Real Estate Firm) is the agent of (check one):  Buyer exclusively ("Buyer Agency").  Seller exclusively ("Seller Agency").  Both Buyer and  
7 Seller ("Disclosed Limited Agency").8 (2) Debra Ryan(Name of Listing Licensee) of RE/MAX equity group9 (Name of Real Estate Firm) is the agent of (check one):  Seller exclusively ("Seller Agency").  Both Buyer and Seller ("Disclosed Limited Agency").10 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in  
11 that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully  
12 explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).13 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this  
14 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency  
15 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.16 Buyer Lisa Leigh Print Lisa LeighDate 8/20/07 ←17 Buyer Ivan Leigh Print Ivan LeighDate 8/30/07 ←18 Seller Ivan Leigh Print \_\_\_\_\_

Date \_\_\_\_\_ ←

19 Seller \_\_\_\_\_ Print \_\_\_\_\_

Date \_\_\_\_\_ ←

## RESIDENTIAL REAL ESTATE SALE AGREEMENT

20 This Agreement is intended to be a legal and binding contract.

21 If it is not understood, seek competent legal advice before signing.

22 1. **DEFINITIONS:** All references in this Agreement to "Licensee" and "Firm" shall refer to Seller's and Buyer's real estate agents licensed in the State of  
23 Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency Acknowledgment  
24 Section above are not parties to this Agreement, except as may be applicable in Sections 15, 35, 36, 37, 41, and 44, below. Unless otherwise provided  
25 herein: (1) Time calculated in days after the date Seller and Buyer have signed this Agreement shall start on the first full business day after the date that the  
26 last party has signed and accepted this Agreement, including counteroffer(s), if applicable; (2) Written notices required or permitted under this Agreement to be  
27 delivered to Seller or Buyer may be delivered to their respective Licensee with the same effect as if delivered to that Seller or Buyer; (3) A "business day" shall  
28 mean and include Monday through Friday, except recognized legal holidays as enumerated in ORS 187.010 and 187.020.29 2. **PRICE/PROPERTY DESCRIPTION:** Buyer (print name(s)) Ivan & Lisa Leigh30 offers to purchase from Seller (print name(s)) User31 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Washington

32 and commonly known or identified as (insert street address, city, zip code, tax identification number, and/or lot-block description, etc.)

33 2135 N IRVINE ST Cornelius OR 9711334 Seller and Buyer agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 5,  
35 below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)36 for the purchase price (in U.S. currency) of ..... A \$298000.0037 on the following terms: Earnest money herein receipted for ..... B \$1000.0038 on ..... C \$ ..... as additional earnest money, the sum of ..... C \$ .....  
39 at or before closing, the balance of down payment ..... D \$29000.0040 at closing and upon delivery of  DEED  CONTRACT the sum of (Lines B, C, D and E should equal Line A) ..... E \$258000.0041 Payable as follows (Describe details of any loan(s) to be obtained): Buyer's to obtain a conventional loan through Columbia42 Mortgage. Seller to contribute \$8,000.00 towards buyer's loan/closing costs.

43 For additional details, see Addendum.

44 3. **BUYER REPRESENTATIONS/LOAN CONTINGENCY:** As of the date of signing this Agreement, Buyer has sufficient funds available to close this  
45 transaction in accordance with the terms proposed herein, and is not relying on any contingent source of funds (e.g., from loans, gifts, sale or closing of  
46 property, 401K disbursements, etc.), unless otherwise disclosed in this Agreement.Buyer Initials IL / LL Date 8/20/07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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47 IF A NEW LOAN IS REQUIRED, THIS TRANSACTION IS SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN AND THE LENDER'S  
 48 APPRAISAL BEING NOT LESS THAN THE PURCHASE PRICE. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Buyer  
 49 agrees to make written loan application not later than \_\_\_\_ business days (three [3] if not filled in) after the date Seller and Buyer have signed this Agreement  
 50 and thereafter, complete necessary papers, and exert best efforts, including payment of all application, appraisal and processing fees, in order to procure the  
 51 loan. Buyer authorizes lender to provide non-confidential information to Listing and Selling Licensees regarding status of the loan. If the Property is located in a  
 52 designated flood zone, Buyer acknowledges that flood insurance may be required as a condition of the new loan. Buyer is encouraged to promptly verify the  
 53 availability and cost of property/casualty insurance that will be secured for the Property.

54 **4. ADDITIONAL PROVISIONS: This offer is subject to buyer's current home located at 2197 N. Holladay St., Cornelius,  
 55 OR successfully selling and closing.**

56 For additional provisions, see Addendum \_\_\_\_\_.

57 **6. TITLE INSURANCE:** Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and the  
 58 recorded covenants, conditions and restrictions ("the report and CC&Rs") showing the condition of title to the Property. (If not fully understood, Buyer  
 59 should immediately contact the title insurance company for further information or seek competent legal advice. Neither Listing nor Selling  
 60 Licensees are qualified to advise on specific legal or title issues.) Upon execution of this Agreement by Seller and Buyer, Seller will, at Seller's sole  
 61 expense, promptly order the report and CC&Rs from an Oregon title insurance company and furnish them to Buyer. Upon receipt of the report and CC&Rs, Buyer  
 62 shall have \_\_\_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report and CC&Rs which  
 63 is/are unacceptable to Buyer ("the objections"). Buyer's failure to timely object, in writing, to any matters disclosed in the report and/or CC&Rs shall constitute  
 64 acceptance of the report and/or CC&Rs. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to  
 65 Section 6 below. If, within \_\_\_\_ business days (five [5] if not filled in) following receipt of the objections, if any, Seller fails to remove or correct the matters  
 66 identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall  
 67 be promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing.  
 68 Within thirty (30) days after closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title in the Property to  
 69 Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

70 **6. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative or trustee's deed,  
 71 where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet payable, zoning ordinances, building and use  
 72 restrictions, reservations in Federal patents, easements of record which affect the Property, covenants, conditions and restrictions of record, and those matters  
 73 accepted by Buyer pursuant to Section 5 above.

74 **7. FIXTURES:** All fixtures, including remote controls and essential related equipment, are to be left upon the Property. Fixtures shall include but not be limited  
 75 to: Built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation,  
 76 plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings;  
 77 fences; all planted shrubs, plants and trees; EXCEPT: none.

78 **8. PERSONAL PROPERTY:** The following personal property, in "AS-IS" condition and at no stated value is included:  
 79 per the listing and all drapes.

80 **9. ALARM SYSTEM:**  NONE  OWNED  LEASED. If leased, Buyer  will  will not assume the lease at closing.

81 **10. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following  
 82 representations to Buyer: (1) The primary dwelling is connected to (check all that apply):  a public sewer system;  an on-site sewage  
 83 system;  a public water system;  a private well;  other (e.g. surface springs, cistern, etc.). (2) At the earlier of possession or closing date,  
 84 the dwelling will have one or more operating smoke alarms or smoke detectors as required by law (See, <http://www.sfm.state.or.us>). (3) Seller has  
 85 no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and equipment. Buyer  
 86 acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential housing and may exist in the  
 87 Property. (4) Seller knows of no material defects in or about the Property. (5) All electrical wiring, heating, cooling, plumbing and irrigation  
 88 equipment and systems and the balance of the Property, including the yard, will be in substantially its present condition at the time Buyer is  
 89 entitled to possession. (6) Seller has no notice of any liens or assessments to be levied against the Property. (7) Seller has no notice from any  
 90 governmental agency of any violation of law relating to the Property. (8) Seller is not a "foreign person" under the Foreign Investment in Real  
 91 Property Tax Act ("FIRPTA") as defined in Section 25 below. (9) Seller knows of no material discrepancies between visible lines of possession and  
 92 use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property  
 93 offered for sale and the legal description of the Property. (10) Seller agrees to promptly notify Buyer if, prior to closing, Seller receives actual  
 94 notice of any event or condition which could result in making any previously disclosed material information relating to the Property substantially  
 95 misleading or incorrect. These representations are based upon Seller's actual knowledge. Seller may have made no investigations. Exceptions to  
 96 items (1) through (9) are: none

Buyer Initials TJ/H Date 8-20-07

Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

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97 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in  
 98 lieu of, Buyer's own responsibility to conduct a thorough and complete Independent Investigation, including the use of professionals, where  
 99 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither  
 100 the Listing nor Selling Licensees shall be responsible for conducting any inspection or investigation of any aspects of the Property.

101 11. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any,  
 102 Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This provision shall not be  
 103 construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

104 12. PRIVATE WELL: If applicable, Seller represents that the private water well located on or serving the Property has provided an adequate supply of water  
 105 throughout the year for household use. To the best of Seller's knowledge, the water is fit for human consumption and the continued use of the well and water is  
 106 authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other representation is made concerning the  
 107 water supply and well except as expressly stated in this Agreement. If the well provides water for domestic purposes, upon Seller's acceptance of Buyer's  
 108 offer, Seller, at Seller's expense, will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon  
 109 Health Division. Upon receipt, Seller shall promptly submit the test results to the Oregon Health Division and Buyer. At Buyer's expense, Buyer may have the  
 110 well water tested for quantity or quality by a qualified tester, and obtain a written report of such test(s), showing the deficiencies (if any) in the well and the  
 111 standards required to correct the deficiencies, all within \_\_\_\_ business days (seven [7] if not filled in) after the date Seller and Buyer have signed this  
 112 Agreement. If the written report of any test made by Seller or Buyer shows a substantial deficiency in quantity or quality of the water, Buyer may terminate this  
 113 transaction by delivering written notice of termination, together with a copy of the test report, to Seller or Listing Licensee within twenty-four (24) hours after the  
 114 receipt by Buyer of the written test report unless, within twenty-four (24) hours after delivery of notice of termination, Seller agrees in writing to correct the  
 115 deficiencies shown on the report. Any report obtained by Buyer will show what deficiencies, if any, are substantial. In the event any wells located upon the  
 116 Property are not currently registered with the applicable governmental agency, Seller agrees to assist Buyer, at Buyer's sole expense, in registering them. The  
 117 preceding sentence shall survive closing of this transaction. For additional well provisions, see Addendum \_\_\_\_\_.

118 13. INSPECTIONS: Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s), relating to  
 119 such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability  
 120 for Buyer's intended purpose. Neither Listing nor Selling Licensees are qualified to conduct such inspections and shall not be responsible to do  
 121 so. For further details, Buyer is encouraged to review the Buyer Advisory at "<http://www.oregonrealtors.org>" or at "<http://www.rea.state.or.us>".

(CHECK ONLY ONE)

122  PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more  
 123 professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or  
 124 removal of any portion of the Property. Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s)  
 125 performed by Buyer or on Buyer's behalf. Buyer shall have 10 business days (ten [10] if not filled in), after the date Seller and Buyer have signed this  
 126 Agreement (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any  
 127 inspection report. However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.  
 128 Unless a written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's  
 129 unconditional disapproval of the property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this  
 130 transaction shall be terminated. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. If Buyer fails to provide Seller or  
 131 Listing Licensee with written unconditional disapproval of any inspection report(s) by midnight of the final day of the Inspection Period, Buyer  
 132 shall be deemed to have accepted the condition of the Property.

133  SEE ATTACHED ADDENDUM REGARDING ALTERNATIVE INSPECTION PROCEDURES, (USE OREF PROFESSIONAL INSPECTION  
 134 ADDENDUM FORM #068 OR OTHER INSPECTION ADDENDUM.)

135  BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer acknowledges that Buyer has been given an opportunity to have the Property  
 136 fully inspected. Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with the condition of the Property and all  
 137 elements and systems thereof and elects to waive the right to have any inspections performed as a contingency to the closing of the transaction.  
 138 Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

139 14. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, a Lead-Based Paint Disclosure Addendum  
 140 (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer and Listing and Selling Licensees, and become a part of this  
 141 Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead In Your Home." Buyer shall have \_\_\_\_\_  
 142 calendar days (ten [10] if not filled in) within which to conduct a lead-based paint assessment or inspection (hereinafter referred to as "the Lead-  
 143 Based Paint Contingency Period"), which shall commence immediately when Seller and Buyer sign the Disclosure Addendum. Unless the  
 144 opportunity to conduct a risk assessment or inspection is expressly waived in the Disclosure Addendum, Buyer may, in writing, unconditionally  
 145

Buyer Initials D-11 Date 8/20/07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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cancel this transaction during the Lead-Based Paint Contingency Period and receive a prompt return of all earnest money deposits. Buyer understands that the failure to give timely written notice of cancellation prior to Midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards.

**15. ESCROW:** This transaction shall be closed at transaction ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Seller and Buyer, unless Buyer is financing through Federal VA, in which case Seller shall pay all escrow costs.

Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's closing costs and any encumbrances on the Property payable by Seller on or before closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Listing and/or Selling Firms shall be paid at closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation.

**16. CLOSING: TIME IS OF THE ESSENCE.** Closing shall occur on a date mutually agreed upon by Seller and Buyer, but in no event later than December 4, 2007 ("the Closing Deadline"). The terms "closed", "closing" or "closing date" shall mean when the deed or contract is recorded and funds are available to Seller. Seller and Buyer acknowledge that for closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

**17. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the Property to Buyer (check one):  by 6:00 p.m. on closing;  by \_\_\_\_\_  a.m.  p.m. \_\_\_\_\_ days after closing;  by \_\_\_\_\_  a.m.  p.m. on the \_\_\_\_\_ day of \_\_\_\_\_. If a tenant is currently in possession of the Property (check one):  Buyer will accept tenant at closing;  Seller shall have full responsibility for removal of tenant prior to closing.

**18. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one only)  the closing date;  date Buyer is entitled to possession; or  \_\_\_\_\_.

**19. SELLER POSSESSION AFTER CLOSING:** In the event that Seller and Buyer have agreed that Seller will deliver possession after closing, Seller shall pay as consideration \$ \_\_\_\_\_ per day for each day after closing that Seller remains in possession of the Property. Such payment shall be made by Seller through Escrow at the time of closing and no landlord-tenant relationship shall be created thereby, so long as Seller's possession does not exceed 90 days after the date of closing. See attached Addendum \_\_\_\_\_, if applicable.

**20. UTILITIES:** Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel then on premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow.

**21. INSURANCE:** Seller shall keep the Property fully insured until closing.

**22. ESCROW DEPOSIT:** Escrow is hereby instructed by Seller and Buyer as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Seller and Buyer, set up an escrow account and proceed with closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between Seller and Buyer), subject only to Section 37 below, you are to hold all earnest money deposits until you receive written instructions from Seller and Buyer, or a final ruling from a court or arbitrator, as to disposition of such deposits.

**23. EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller approves this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer. If Seller signs this Agreement and title is marketable; and (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.

**24. BINDING EFFECT/CONSENT:** This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

**25. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien

Buyer Initials MJW Date 8/30/07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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196 individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any  
 197 instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA. If Seller is a foreign person as  
 198 defined by FIRPTA, Seller and Buyer instruct Escrow to take all necessary steps to comply therewith.

199 **26. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING**  
 200 **STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT**  
 201 **AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS**  
 202 **DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEETITLE**  
 203 **SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352 (MEASURE 37). BEFORE SIGNING OR ACCEPTING THIS**  
 204 **INSTRUMENT, THE PERSON ACQUIRING FEETITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY**  
 205 **PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF**  
 206 **NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352 (MEASURE 37). IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS**  
 207 **SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 368.505, ORS 368.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION**  
 208 **OFFICER OF SALE OR TRANSFER OF THIS PROPERTY.**

209 **27. IRC 1031 EXCHANGE:** In the event Seller or Buyer elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate  
 210 with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional  
 211 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the closing of this transaction.

212 **28. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one)  Is  not specially assessed for property taxes (e.g. farm, forest or  
 213 other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or  
 214 other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the closing of this transaction, the Property either is disqualified  
 215 from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for  
 216 and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless  
 217 therefrom. However, if as a result of Seller's actions prior to closing, the Property either is disqualified from its entitlement to special use assessment or loses its  
 218 deferred property tax status, Seller shall be responsible for and shall pay at or before closing all deferred and/or additional taxes and interest which may be  
 219 levied against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Seller's or Buyer's available  
 220 remedies or damages arising from a breach of this Section 28.

221 **29. ADDITIONAL LAND SALE CONTRACT/TRUST DEED/MORTGAGE PROVISIONS:** If this transaction is to include a land sale contract, trust deed  
 222 or mortgage to be carried back by Seller, Seller and Buyer shall agree upon the terms and conditions of such document not later than \_\_\_\_\_ business days (ten  
 223 [10] if not filled in) after the date Seller and Buyer have signed this Agreement. Upon failure to reach such agreement within said time period, this transaction  
 224 shall be terminated, and all earnest money shall be promptly refunded to Buyer.

#### DISPUTE RESOLUTION INVOLVING SELLER AND BUYER ONLY

225 **30. DISPUTE RESOLUTION BETWEEN SELLER AND BUYER:** Seller and Buyer agree that all claims, controversies and disputes between them,  
 226 including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance  
 227 with the procedures set forth herein, which shall expressly survive closing or earlier termination of this Agreement. Provided, however, the following matters  
 228 shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; or (2) a  
 229 forcible entry and detainer action (eviction). The filing in court for the issuance of any provisional process or similar remedy described in the Oregon or Federal  
 230 Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures specified herein.

231 **31. SMALL CLAIMS BETWEEN SELLER AND BUYER:** Notwithstanding the following Sections, Seller and Buyer agree that all Claims between them  
 232 that are within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

233 **32. MEDIATION BETWEEN SELLER AND BUYER:** If Seller or Buyer were represented in this transaction by a licensee whose principal broker is a  
 234 member of the National Association of REALTORS®, all Claims between Seller and Buyer shall be submitted to mediation in accordance with the procedures  
 235 of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation program  
 236 (collectively "the System"). Provided, however, only if licensee's principal broker is not a member of the National Association of REALTORS®, or the System is  
 237 not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either through: (1) the special  
 238 mediation program administered by Arbitration Service of Portland, or (2) any other impartial private mediator(s) or program(s) so long as such services are  
 239 available in the county where the Property is located, as selected by the party first filing for mediation.

240 **33. ARBITRATION BETWEEN SELLER AND BUYER:** All Claims between Seller and Buyer that have not been resolved by mediation, or otherwise,  
 241 shall be submitted to final and binding private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing in court for  
 242 purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Seller or Buyer may file Claims either with Arbitration Service of  
 243 Portland ("ASP") or, alternatively, with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative

Buyer Initials D-LL Date 8/20/07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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245 service also uses arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the  
 246 county where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO  
 247 THIS PROVISION SELLER AND BUYER ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED  
 248 BY ONE OR MORE NEUTRAL ARBITRATORS AND SELLER AND BUYER ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE  
 249 OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

250 **34. ATTORNEY FEES IN CLAIMS BETWEEN SELLER AND BUYER:** The prevailing party in any suit, action or arbitration (excluding those Claims filed  
 251 in Small Claims Court) between Seller and Buyer shall be entitled to recovery of all reasonable attorney fees and costs and disbursements as defined in  
 252 ORCP 69 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was available to Seller or Buyer when the Claim  
 253 arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the  
 254 prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

#### DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

255 **35. SMALL CLAIMS COURT AND ARBITRATION:** All claims, controversies or disputes relating to this transaction in which a Licensee or Firm identified  
 256 in the Final Agency Acknowledgment Section above, is named as a party, shall be resolved exclusively as follows: (1) If within the jurisdictional limit of Small  
 257 Claims Court, the matter shall be brought and decided there, in lieu of arbitration or litigation in any other forum. (2) All other claims, controversies or disputes  
 258 involving such Licensee or Firm shall be resolved through final and binding arbitration using the arbitration selection process described in Section 33, above.  
 259 This Section 35 shall be in lieu of litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or  
 260 informal mediation at any time, but shall not be required to do so under this Section 35. This Section 35 shall not apply to those matters in which: (a) The  
 261 claim, controversy or dispute is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Arbitration  
 262 provisions of the National Association of REALTORS®; (b) Licensee or Firm has agreed to participate in alternative dispute resolution in a prior written listing,  
 263 service or fee agreement with Seller or Buyer, or (c) Licensee or Firm is Seller or Buyer in this transaction (in which case, Sections 30-34 shall apply). This  
 264 Section 35 shall expressly survive closing or earlier termination of this Agreement. As to any claim, controversy or dispute in which such Licensee or  
 265 Firm is named as a party, this Section 35 shall, where applicable, be in lieu of, replace and supersede the alternative dispute resolution and  
 266 attorney fee provisions of Sections 30-34 above.

267 **36. RECEIPT FOR EARNEST MONEY:** Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$1000.00  
 268 evidenced by (check one)  CASH  CHECK  PROMISSORY NOTE payable as follows:  
 269  Other Form of earnest money: \_\_\_\_\_ and agrees to handle as follows below.

270 **37. EARNEST MONEY INSTRUCTIONS:** Buyer instructs Selling Firm to handle the earnest money as follows (check all that apply):  
 271  Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter offers, after  
 272 which time deposit it as provided herein within three (3) banking days.  Deposit any earnest money funds redeemed under a promissory note with \_\_\_\_\_.  
 273  Deposit in Selling Firm's client trust account, and thereafter/or  Deposit with Escrow. In the event the earnest money is deposited in Selling Firm's trust  
 274 account or with Escrow (collectively "the Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified  
 275 public benefit corporation for distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant  
 276 to ORS 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on the earnest money so deposited shall be transferred  
 277 in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the disposition of earnest money  
 278 deposits.

279 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE PARTIES  
 280 HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

281 Selling Firm Prudential NW Properties \_\_\_\_\_ Selling Licensee Signature \_\_\_\_\_

282 Office Address 20510 Roy Rogers Rd #120 Sherwood OR 97140 Phone 503-625-8876 FAX 503-625-6398

283 **38. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that Buyer  
 284 has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure  
 285 Statement ("the Statement"), or (b) at any time before closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from  
 286 Seller before closing. Buyer may waive the right of revocation only in writing. Seller authorizes Listing Firm to receive Buyer's notice of revocation, if any, on  
 287 Seller's behalf.

288 **39. COUNTERPARTS/DELIVERY:** This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document.  
 289 Delivery of a legible photocopy, telefax, carbon or carbonless copy of a signed original of this Agreement shall be treated the same as delivery of the original.

Buyer Initials JL Date 8-20-07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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291 **40. AGREEMENT TO PURCHASE:** Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer  
 292 acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that  
 293 Buyer has not received or relied upon any oral or written statements made by Seller or any Licensee which are not expressly contained in this  
 294 Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being purchased. If square  
 295 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made an  
 296 express contingency in this Agreement.

297 Deed or contract shall be prepared in the name of Ivan & Lisa Leigh

298 This offer shall automatically expire on (Insert date) September 1st, 2007 at 5:00  a.m.  p.m., (the Offer Deadline). If not  
 299 accepted within that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer after the  
 300 Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within \_\_\_\_\_ business days (two [2] if not filled in) thereafter by so  
 301 indicating at Section 40 below. This offer may be accepted by Seller only in writing.

302 Buyer Ivan Leigh Date 8-30-07 a.m. 8:16 p.m. ←

303 Buyer Lisa Leigh Date 8-30-07 a.m. 8:15 p.m. ←

304 Address 2197 N. Holladay Street Cornelius OR Zip 97113

305 Phone Home 503.993.8208 Work 503.706.1372 E-mail lisa@Kadels.com Fax 503.648.3173

NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY  
 SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY SELLER OR LISTING  
 306 LICENSEE TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT

307 This offer was submitted to Seller for signature on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.  
 308 By \_\_\_\_\_ (Licensee(s) presenting offer).

309 **41. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller  
 310 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that  
 311 Seller has not received or relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly contained in this  
 312 Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 23 above, shall be disbursed as follows after  
 313 deduction of any title insurance and Escrow cancellation charges: (check one)  First to Listing Firm to the extent of the agreed commission  
 314 just as if the transaction had been closed, with residue to Seller, or

315 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

316 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

317 Address \_\_\_\_\_ Zip \_\_\_\_\_

318 Phone Home \_\_\_\_\_ Work \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

319 **42. REJECTION/COUNTER OFFER: SELECT ONE:**  Seller does not accept the above offer, but makes the attached counter offer.  Seller rejects  
 320 Buyer's offer without a counter offer.

321 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

322 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

323 Address \_\_\_\_\_ Zip \_\_\_\_\_

324 Phone Home \_\_\_\_\_ Work \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

325 **43. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response is an  
 326 acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 40 above, Buyer (select only one)  agrees  does not agree, to be  
 327 bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)

Buyer Initials IL Date 8-30-07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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328 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 329 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 330 **44. FIRMS/LICENSEES:**  
 331 Selling Firm **Prudential NW Properties** Selling Licensee **Gillian Dressel**  
 332 Listing Firm **RE/MAX equity group** Listing Licensee **Debra Ryan**  
 333 Selling Firm Office Address **20510 Roy Rogers Rd #120 Sherwood OR 97140** Phone **503-625-6676** FAX **503-625-**  
 334 **6398**  
 335 Listing Firm Office Address **12560 S.W. 69th Parkway Portland OR 97223** Phone **503-452-6100** FAX **503-443-**  
 336 **2294**  
 337 Listing Firm Principal Broker Initials/Date \_\_\_\_\_ / \_\_\_\_\_ Selling Firm Principal Broker Initials/Date \_\_\_\_\_ / \_\_\_\_\_

Buyer Initials PL Date 8.30.07

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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