



ADVISORY REGARDING ELECTRONIC FUNDS

# Attention:

**Transferring funds electronically is more of a threat than many Buyers realize.**

Every day, scammers pretend to be trusted advisors, and by changing an email address or phone number, they can trick people into sending their money to a fake account. Consumers have lost billions of dollars to scammers in real estate transactions.

**1. HERE'S HOW CRIMINALS MAY TRY TO STEAL MONEY:**

- They gain access to peoples' emails to find out who is going to be sending money electronically.
- They make fake websites and use phony contact information (email addresses and phone numbers) so that they look like those belonging to your real estate agent, lender, title company, or other people you already know.
- They slightly change the information you have received from someone you are doing business with.
- They put pressure on you to do something quickly or at the last minute.

**2. DO NOT LOSE MONEY! FOLLOW THESE SIMPLE RULES:**

- When you are trying to contact someone, make sure to use contact information that did not come from a scammer. Gather contact information from your real estate agent, title company and lender into one place at the beginning of the transaction, and only use that information.
- Some companies use software that requires you to use a password every time you send them a message. While this may take a little more time, it is safer to use them than it is to opt out.
- Talk with your real estate agent about what to expect during the closing process. If anything different happens, reach out for help.
- When you receive instructions about sending your money, confirm the authenticity of those instructions by talking in person with or calling a person you know. Make sure you are not talking to the scammer! Always make sure that the information you are relying on is real.
- If someone tells you that their procedures have changed, or that they have a new bank, or otherwise changes the information you already received, it could be a scam. Reach out to a trusted person for help.
- Do not use email to send financial information. The email might be sent to a scammer.
- If you are uncomfortable with the method you are asked to use to send money, talk with the escrow company about options. Make sure the funds are received well before your transaction closes escrow so that they can be verified.
- If you think you might have been scammed, act quickly. Contact the bank or business you used to send the money immediately.

To file a complaint with the FBI's Internet Crime Complaint Center (IC3): <https://www.ic3.gov/Home/FileComplaint>

To file a complaint with the Oregon Department of Justice: <https://justice.oregon.gov/consumercomplaints/OnlineComplaints/OnlineComplaintForm/en>

**ACKNOWLEDGEMENT:** The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

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Buyer Signature Rionna Ruley Date 01/12/2023, 05:38:54 PM PST a.m. \_\_\_ p.m. ←

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

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

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



## ADVISORY REGARDING FIRPTA TAX

*(This is an advisory only and should not be relied upon as legal or tax advice.)*

**1. FIRPTA LAW SUMMARY:** Seller and Buyer are advised upon Closing, a Federal law, known as the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption (the "Withholding Requirement"). A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or foreign estate but it does not include a resident alien individual. Generally, the following rules apply under FIRPTA:

- (a) There is no Withholding Requirement, even if the seller is a "foreign person," if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property will be occupied as a residence by a buyer who is an individual (or a member of that buyer's family); and (iii) for at least 50% of the number of days (excluding days the property is vacant) it is used by such person during each of the first two 12-month periods following the date of Closing;
- (b) The Withholding Requirement will be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii) and (iii) above apply; and
- (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person," and the purchase price is over \$1,000,000, or the purchase price is less than \$1,000,000 and Seller does not qualify for any of the exemptions in (a) or (b) above.

If FIRPTA applies (that is, if Seller is a foreign person), even if there is an exemption, Seller and Buyer must so inform Escrow to determine the extent to which Escrow can assist the parties in compliance with FIRPTA. Note Seller's failure or refusal to comply with FIRPTA requirements constitutes a material default under the real estate sale agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller must complete, sign, and deliver to Escrow a form of certification of non-foreign status provided by Escrow complying with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. Seller is advised the Certificate contains Seller's Social Security Number and other personal information, so Seller may want to contact Escrow to determine if Escrow is willing to act as a "Qualified Substitute" and deliver to Buyer a qualified substitute statement complying with the requirements of 26 USC§1445(b)(9) (the "Qualified Substitute Statement" in lieu of the Certificate at Closing so Seller's personal information is protected from disclosure to Buyer. Note if Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller will be presumed to be a foreign person so the Withholding Requirement will apply to the transaction.

If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed escrow agent willing to assist with the FIRPTA-related portion of the Closing, in which case the parties shall share equally in the cost of any cancellation fees (if applicable). If, due to moving Escrow, the transaction cannot be closed by the Closing Date, the parties agree the Closing Date will be extended for a reasonable period not to exceed five (5) business days to accommodate moving the transaction to the new escrow agent.

If Seller is uncertain about whether Seller is a "foreign person" or Seller or Buyer are uncertain about whether the Withholding Requirement applies or how to comply with the Withholding Requirements, Seller or Buyer (as applicable) should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, Seller and Buyer should go to: [www.irs.gov](http://www.irs.gov).

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**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE**

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2. **RIGHT TO RELY ON SELLER'S REPRESENTATION:** In submitting their offer, it is presumed Buyer has no knowledge, information, or belief Seller is a foreign person or the transaction is subject to FIRPTA. Furthermore, Buyer's and Seller's Agents, their respective Firms, and Escrow, its agents, employees, and representatives, shall have the absolute right to rely upon Seller's representations regarding Seller's non-foreign status as set forth in the Certificate. This right of reliance shall continue through the Closing Date and thereafter unless Seller has disclosed otherwise in writing to Buyer prior to Closing.

**ACKNOWLEDGEMENT:** The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

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Buyer Signature Rionna Ruley Date 01/12/2023, 05:38:54 PM PST a.m. \_\_\_\_\_ p.m. ←

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

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

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



Sale Agreement # RR01122023

RESIDENTIAL

**FINAL AGENCY ACKNOWLEDGMENT**

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to  
2 the following agency relationships in this transaction:

3 Buyer's Agent(s)\*: Terri LeVasseur Oregon License #: 201234449  
4 is/are the agent of (select one):  Buyer exclusively ("Buyer Agency")  Both Buyer and Seller ("Disclosed Limited Agency")  
5 Name of Real Estate Firm(s)\*: J Mann Realty Firm License #: 201222573  
6 Buyer's Agent's Office Address: 304 N Main St Myrtle Creek OR 97457  
7 Phone #1: (541) 430-4469 Phone #2: \_\_\_\_\_ E-mail: Terri.levasseur7026@yahoo.com

8 Seller's Agent(s)\*: Melissa Beam Oregon License #: 201238385  
9 is/are the agent of (select one):  Seller exclusively ("Seller Agency")  Both Buyer and Seller ("Disclosed Limited Agency")  
10 Name of Real Estate Firm(s)\*: J Mann Realty Firm License #: 201222573  
11 Seller's Agent's Office Address: \_\_\_\_\_  
12 Phone #1: (541) 670-8424 Phone #2: \_\_\_\_\_ E-mail: mel.beam@outlook.com

13 \*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.  
14 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker  
15 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as  
16 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

17 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the  
18 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final  
19 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

20 Buyer Rionna Ruley Print Rionna Ruley Date 01/12/2023 ←  
21 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←  
22 Seller \_\_\_\_\_ Print Church & Christian Date \_\_\_\_\_ ←  
23 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

**RESIDENTIAL REAL ESTATE SALE AGREEMENT**

24 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation  
25 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review the definitions and miscellaneous section below.  
26 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 must  
27 be made on a separate document.

28 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer Rionna Ruley  
29 \_\_\_\_\_  
30 offers to purchase from Seller Church & Christian  
31 \_\_\_\_\_

32 the following described real property (the "Property") situated in the State of Oregon, County of Douglas, and commonly known or  
33 identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):  
34 330 NW 2nd Ave, Myrtle Creek, OR 97457 R15998  
35 MYRTLE CREEK, BLOCK 14, LOT 34, 5&6. ACRES 0.46

36 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by  
37 Escrow (defined in Section 24 - Escrow) for purposes of legal identification and conveyance of title.)

38 for the "Purchase Price" (in U.S. currency) of \_\_\_\_\_ A \$ 251,000.00  
39 on the following terms: as earnest money, the sum of (the "Deposit") \_\_\_\_\_ B \$ 2,000.00  
40 on \_\_\_\_\_, as additional earnest money, the sum of (the "Additional Deposit") \_\_\_\_\_ C \$ \_\_\_\_\_  
41 at or before Closing, the balance of the down payment \_\_\_\_\_ D \$ \_\_\_\_\_  
42 at Closing and on delivery of the  Deed  Contract, the balance of the Purchase Price \_\_\_\_\_ E \$ 249,000.00  
43 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials RR / \_\_\_\_\_ Date 01/12/2023 Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



RESIDENTIAL REAL ESTATE SALE AGREEMENT

2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, Smart Home Features, and all keys related to the Property including mailbox, outbuilding(s), etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants, and trees; except: AS LISTED IN RMLS

3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included: AS LISTED IN RMLS

4. BALANCE OF PURCHASE PRICE (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all-cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe):

If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 8 of this Agreement.

- A. This is an all-cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
- Buyer has attached the Verification to this Agreement.
- Buyer will provide Seller with the Verification within Business Days (three [3] if not filled in) after the Effective Date;
- Other (Describe):

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

- B. The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):
- Conventional;
- FHA;
- Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.
- Other (Describe): UMPQUA BANK-SBA LOAN (SMALL BUSINESS ADMINISTRATION)
Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

- Pre-Approval Letter.
- Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
- Buyer will provide Seller with the Pre-approval Letter within Business Days (three [3] if not filled in) after the Effective Date;
- Other (Describe): TERM LETTER WILL BE PROVIDED FROM UMPQUA BANK WITHIN 5 BUSINESS DAYS

5.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe): CONTINGENT UPON LENDER APPROVAL IN MEETING LICENSING REQUIREMENTS TO OPERATE AS CHILD CARE CENTER

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

Buyer Initials RR / Date 01/12/2023

Seller Initials / Date



RESIDENTIAL REAL ESTATE SALE AGREEMENT

5.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have \_\_\_ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

5.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:
(1) Not later than \_\_\_ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.
(2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within \_\_\_ Business Days (three [3] if not filled in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly Notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
(3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.
(4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in Seller's sole discretion.
(5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.
(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
(7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

6. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (select only one):

- Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within \_\_\_ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

7.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

7.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is

Buyer Initials RR / Date 01/12/2023

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



RESIDENTIAL REAL ESTATE SALE AGREEMENT

135 authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a
136 thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an
137 EC as a condition of loan approval. For more information, go to www.fema.gov.

138 8. ADDITIONAL FINANCING PROVISIONS (for example, closing costs): \_\_\_\_\_
139 \_\_\_\_\_

CONTINGENCIES

140 9. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company
141 selected at Section 24 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for
142 the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available,
143 using the Notification Method described in Section 37(2) (Miscellaneous) below. If the Report and Documents are not fully understood, Buyer should
144 contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise
145 on specific legal or title issues.

146 Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information
147 previously unknown to Buyer, Buyer will have \_\_\_\_ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters
148 disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance
149 of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property
150 pursuant to Section 30 (Deed) below. If within \_\_\_\_ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to
151 remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing,
152 all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty
153 (30) days after Closing, the title insurance company will furnish to Buyer at Seller's sole expense an owner's standard form policy of title insurance
154 insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title
155 exceptions agreed to be removed as part of this transaction.

156 10. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
157 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended
158 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may
159 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,
160 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others,
161 Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither
162 Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to
163 review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

164 Select only one box below:

165 [X] Licensed Professional Inspections: At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of
166 Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any
167 portion of the Property (for example, radon and mold).

168 Identify Invasive Inspections: \_\_\_\_\_

169 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have 30 Business Days
170 (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding
171 any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by
172 Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly
173 comply.

174 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
175 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during
176 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
177 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
178 report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to

Buyer Initials RR / Date 01/12/2023

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

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### RESIDENTIAL REAL ESTATE SALE AGREEMENT

179 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will  
180 automatically terminate unless the parties agree otherwise in writing.

181  **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

182  **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the  
183 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections  
184 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more  
185 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive  
186 inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

187 Identify Invasive Inspections: \_\_\_\_\_

188 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have \_\_\_\_ Business Days  
189 (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

190  **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully  
191 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection  
192 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

193  **Other Inspection Addendum:** \_\_\_\_\_

194 The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached.

195 **11.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? .....  Yes  No  
196 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

197 **11.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? .....  Yes  No  
198 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

199 **12. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the  
200 "Date of Delivery"), Seller will deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the  
201 EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will  
202 have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a  
203 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to  
204 Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive  
205 a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the Notice of  
206 Cancellation.

207 Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute  
208 acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency  
209 Period will automatically expire.

210 **13. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this  
211 transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within five (5) Business Days  
212 after the Effective Date and Seller has delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement. However, Buyer may exercise  
213 the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so before Closing. This provision supersedes  
214 any contrary terms in the Seller's Property Disclosure Statement.

### CONDITION AND COMPONENTS OF THE PROPERTY

215 **14. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following  
216 representations to Buyer:

- 217 (1) The primary dwelling is connected to (*select all that apply*):  
218  A public sewer system

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

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- 219 [ ] An on-site sewage system
220 [x] A public water system
221 [ ] A private well
222 [ ] Other (for example, surface springs, cistern, etc.):

223 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
224 and equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential
225 housing and may exist in the Property.

226 (3) Seller knows of no material defects in or about the Property.

227 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard,
228 will be in substantially their present condition at the time Buyer is entitled to possession.

229 (5) Seller has no notice of any liens or assessments to be levied against the Property.

230 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

231 (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
232 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

233 (8) The Property is and will remain fully insured by Seller through Closing.

234 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
235 previously disclosed material information relating to the Property substantially misleading or incorrect.

236 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are:
237 (For more exceptions see Addendum).

238 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
239 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
240 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's
241 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

242 15. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
243 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit
244 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

245 16. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
246 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE
247 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS
248 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT
249 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
250 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING
251 OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY
252 OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR
253 PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF
254 FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS
255 195.300, 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,
256 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

257 17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property a townhome, in a planned community, or does it
258 have a Homeowner's Association? [ ] Yes [x] No [ ] Unknown
259 If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this
260 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a
261 residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

262 18. ALARM SYSTEM: [x] None [ ] Owned [ ] Leased [ ] Unknown
263 If leased, Buyer [ ] will [ ] will not assume the lease at Closing.

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264 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within \_\_\_\_ Business Days (fifteen [15] if not filled in) after the Effective Date, the dwelling will  
265 have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for  
266 smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

267 **20. SMART HOME FEATURES:** Does the Property contain any "Smart Home" features? .....  Yes  No  Unknown  
268 If Yes, or unknown, Seller will identify all Smart Home features in writing within three (3) Business Days after the Effective Date. In addition, Seller will provide all  
269 necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

270 **21. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**  
271 Does the Property contain a woodstove or wood-burning fireplace insert? .....  Yes  No  
272 If Yes, Seller will promptly provide Buyer with OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

273 **22. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and  
274 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? .....  Yes  No  
275 If yes, identify plan and cost: \_\_\_\_\_ \$ \_\_\_\_\_ To be paid at Closing by:..  Buyer  Seller

276 **23. ADDITIONAL PROVISIONS:** \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_ For additional provisions, see Addendum \_\_\_\_\_

### ESCROW/CLOSING

280 **24. ESCROW:** This transaction will be Closed at Western Title ("Escrow"), a neutral escrow  
281 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the  
282 U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further  
283 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  
284 any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay  
285 Buyer's recording fees, Buyer's closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real  
286 estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation  
287 agreement, or other written agreement for compensation.

288 **25. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be  
289 prorated as of (*select one*):  the Closing Date;  the date Buyer is entitled to possession.

290 **26. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the  
291 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.  
292 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the  
293 parties agree otherwise in writing.

294 **27. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the  
295 handling of the Deposit.

296 The Deposit will be payable and deposited within \_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows (*select*  
297 *all that apply*):

- 298  Directly with Escrow;
- 299  Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 300  Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- 301  As follows: \_\_\_\_\_

302 Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance  
303 with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this  
304 Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

305 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than  
306 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

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

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307 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): \_\_\_\_\_
308 \_\_\_\_\_

309 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or
310 Seller regarding said funds.

311 28.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this Agreement
312 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
313 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
314 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

315 28.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to
316 furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer
317 has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
318 refund will not constitute a waiver of other legal remedies available to Buyer.

319 28.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
320 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
321 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
322 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
323 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
324 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
325 a binding liquidated sum, not a penalty.

326 The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the
327 amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this
328 Agreement will be resolved as described in the Dispute Resolution Sections below.

329 29.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 03/31/2023 (the "Closing Deadline").
330 Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to
331 that date.

332 Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

333 29.2 THE CLOSING DISCLOSURE: Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure"
334 which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at
335 least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan
336 documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-
337 business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

338 30. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
339 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
340 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
341 accepted by Buyer pursuant to Section 9 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 41
342 (Offer to Purchase) below regarding forms of co-ownership.

343 31.1 POSSESSION: Is one or more tenants currently in possession of the Property? (select one) [ ] Yes [x] No

344 If Yes (select one):

345 [ ] Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
346 p.m. on the date of Closing.

347 [ ] Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
348 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
349 attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

350 If No, possession of the Property will be delivered by Seller to Buyer (select one):

351 [x] by 5:00 p.m. on the date of Closing;

Buyer Initials RR / Date 01/12/2023

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

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352  by \_\_\_\_\_  a.m.  p.m. \_\_\_\_\_ days after Closing;  
353  by \_\_\_\_\_  a.m.  p.m. on (insert date) \_\_\_\_\_;

354 Prior to Closing, Seller will remove all of Seller's personal property (including trash).

355 **31.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after  
356 Closing, Buyer has attached OREF 053 Agreement to Occupy Before Closing or OREF 054 Agreement to Occupy After Closing to this Agreement.

### TAXES

357 **32.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if  
358 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering any  
359 instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

360 **32.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a  
361 portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign  
362 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

363 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties  
364 with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this  
365 Agreement.

366 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by  
367 escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person,  
368 and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute  
369 Statement that complies with 26 USC §1445(b)(9) at Closing.

370 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either  
371 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the  
372 parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will  
373 be extended by five (5) Business Days to accommodate the move.

374 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the  
375 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA  
376 related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

377 **33. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with  
378 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  
379 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to  
380 the Closing of this transaction.

381 **34. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (select one):  is  is not specially assessed for property taxes (for example,  
382 farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is  
383 current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this  
384 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise  
385 specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that  
386 may be levied against the Property, and will hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing,  
387 the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not  
388 disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate  
389 this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to  
390 pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless  
391 therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 34  
392 (Levy of Additional Property Taxes).

Buyer Initials RR / \_\_\_\_\_ Date 01/12/2023

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



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393 35. HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify
394 for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller will promptly provide OREF 045A Historic Property
395 Addendum.

DEFINITIONS/MISCELLANEOUS

396 36. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:
397 Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.
398 Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
399 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
400 Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
401 Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.
402 Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
403 Effective Date means the date when this Agreement has been Signed and Delivered.
404 Firm means the real estate company with which an Agent is affiliated.
405 Notice means a written statement delivered using the Notification Method described in Section 37(2) (Miscellaneous).
406 Notify means delivering a Notice to the other party or their Agent.
407 Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or
408 their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is
409 "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this
410 Agreement.
411 Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
412 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
413 devices.

414 37. MISCELLANEOUS:
415 (1) TIME. Time is of the essence of this Agreement.
416 (2) NOTICES. Except as provided in Section 9 (Title Insurance) above, all written Notices or documents required or permitted under this
417 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer
418 or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with
419 their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or
420 other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed
421 delivered as of the earliest of:
422 (a) the date and time the Notice is sent by email or fax;
423 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
424 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
425 (3) NONPARTIES. Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement
426 but are subject to Section 40.3 (Mediation and Arbitration Involving Agents/Firms).
427 (4) TIME ZONES. Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
428 (5) ELECTRONIC TRANSMISSION. The sending of a signed acceptance of this Agreement via Electronic Transmission from one party
429 (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend
430 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight
431 delivery), they should so specify at Section 23 (Additional Provisions) of this Agreement.
432 (6) BINDING EFFECT. This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under
433 this Agreement or in the Property are not assignable without the prior written consent of Seller.

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- (7) COUNTERPARTS. This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
(8) DAYS. Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date.
(9) DEADLINES. Except for the Lead-Based Paint Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

38. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a lis pendens.

By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

- 39. EXCLUSIONS: The following will not constitute Claims:
(1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
(2) A forcible entry and detainer action (eviction);
(3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
(4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
(5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

40.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

40.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

40.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 40.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

Buyer Initials RR / Date 01/12/2023

Seller Initials / Date



RESIDENTIAL REAL ESTATE SALE AGREEMENT

SIGNATURE INSTRUCTIONS

476 41. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a
477 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral
478 or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square
479 footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land
480 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
481 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
482 (OREF) for this transaction.

483 Deed or contract will be prepared in the name of Rionna Ruley

484 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
485 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

486 This offer will automatically expire on (insert date) 01/13/2023 at 5 a.m. p.m. (the "Offer Deadline"). If not accepted by
487 that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be
488 accepted by Seller only in writing.

489 Buyer Rionna Ruley Rionna Ruley Date 01/12/2023, 05:38:54 PM PST a.m. p.m.

490 Buyer Date a.m. p.m.

491 This offer was transmitted to Seller for signature on (insert date) at a.m. p.m. by
492 (Agent(s) presenting offer).

493 42. AGREEMENT TO SELL / ACKNOWLEDGEMENTS: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
494 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
495 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 and
496 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology
497 and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for this
498 transaction.

499 Seller Church & Christian Date a.m. p.m.

500 Seller Date a.m. p.m.

501 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 41 (Offer to Purchase) above, this Agreement will not become
502 binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the
503 parties. The parties' failure to do so will be treated as a rejection under Section 43 (Seller's Rejection) below, and this transaction will be automatically
504 terminated.

505 43. SELLER'S REJECTION/COUNTEROFFER (select only one):

506 Seller does not accept the above offer, but makes the attached counteroffer.

507 Seller rejects Buyer's offer.

508 Seller Date a.m. p.m.

509 Seller Date a.m. p.m.

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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