

3211 Hwy 201, Nyssa, OR

EXHIBIT "A"

Land in Malheur County, Oregon, as follows:

In Twp. 19 S., R. 47 E., W.M.:

Sec. 19: Beginning at a point 30 feet West and 487 feet North of the Southeast corner of the SE1/4SE1/4 of Sec. 19;  
thence West 362 feet;  
thence North 244 feet;  
thence East 362 feet;  
thence South 244 feet to the point of beginning.  
EXCEPTING THEREFROM all that portion that lies North and West of the South boundary line of the Nyssa-Arcadia Drainage right of way.

Said easement will be 30 feet wide during construction, to revert to a 10 foot wide easement permanently located Southerly of and adjacent to the following described line.

Beginning at the Northeast corner of the above described parcel of land, said point being the TRUE POINT OF BEGINNING; thence West to the Southeasterly Right-of-Way Line of the Nyssa-Arcadia Drainage Ditch; thence Southwesterly along said Drainage Ditch Right-of-Way Line to the West property line of the above described parcel of land.

This corrected Right-of-Way Contract is given to correct the Right-of-Way Contract, dated October 26, 1972, recorded November 13, 1972 under Instrument Number 139414 of Deeds.

Patricia A. Jones 4/13/17  
Michael A. Miller 4-13-17

4-13-17

3207 & 3209 Hwy 201, Nyssa, OR

EXHIBIT "A"

Land in Malheur County, Oregon, as follows:

In Twp. 19 S., R. 47 E., W.M.:

Sec. 19: A parcel of land in the SE1/4SE1/4SE1/4, more particularly described as follows, to-wit: Beginning at a point 30 feet West and 312 feet North of the Southeast corner of the SE1/4SE1/4SE1/4; thence North 175 feet; thence West 362 feet; thence South 175 feet; thence East 362 feet to the point of beginning.

EXCEPTING THEREFROM the following fee title conveyed to the State of Oregon through its Department of Transportation:

A parcel of land lying in the SE1/4SE1/4 of Section 19, Township 19 South, Range 47 East, W.M., Malheur County, Oregon and being a portion of that property described in that Quitclaim Deed to Ira Nell Mathews and Anne Adele Mathews, recorded May 6, 1994, Instrument No. 94-3292, Malheur County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of the relocated Central Oregon Highway, which center line is described as follows:

Beginning at Engineer's center line Station 107+46.08, said station being 1480.07 feet South and 18.06 feet East of the Northeast corner of Section 30, Township 19 South, Range 47 East, W.M.; thence North 0° 13' 31" West 416.03 feet; thence on a 17,188.73 feet radius curve left (the long chord of which bears North 0° 29' 45" West 162.23 feet) 162.23 feet; thence North 0° 45' 58" West 175.24 feet; thence on a 17,188.73 feet radius curve right (the long chord of which bears North 0° 34' 24" West 115.63 feet) 115.63 feet; thence North 0° 22' 51" West 267.52 feet; thence on a 17,188.73 feet radius curve left (the long chord of which bears North 0° 55' 29" West 326.38 feet) 326.38 feet; thence North 1° 28' 07" West 243.12 feet; thence on a 17,188.73 feet radius curve right (the long chord of which bears North 0° 43' 54" West 442.19 feet) 442.20 feet; thence North 0° 00' 19" East 780.99 feet to Engineer's center line Station 136+75.42.

The width in feet of said strip of land is as follows:

Table with 3 columns: Station, to, Station, Width on Westerly Side of Center Line. Rows show width between stations 122+90.00 to 125+80.00 and 125+80.00 to 128+80.00.

Also that portion of said property lying Easterly of the center line of the relocated Central Oregon Highway.

Bearings are based on County Survey No. 19-47-0125, recorded November 12, 1992, Malheur County, Oregon.

This parcel of land contains 8,985 square feet, more or less.

Patricia A. Torrey 4/13/17
Ira Nell Mathews 4-13-17

Handwritten signature and date: F 4-13-17

**LEAD-BASED PAINT DISCLOSURE ADDENDUM**

1 PROPERTY ADDRESS 3211 Hwy 201, Nyssa, OR  
2 This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed  
3 Addendum may be treated as an original.

**LEAD WARNING STATEMENT**

4  
5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
6 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
7 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence quotient,  
8 behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in  
9 residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  
10 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for  
11 possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S AGENT'S ACKNOWLEDGMENT:**

12 Seller's Agent's Initials Required: FA Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of  
13 his/her responsibility to ensure compliance.

**SELLER'S DISCLOSURE**

- 14 1. Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards:  
15 (a)  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
16  
17  
18  
19  
20 (b)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
21 2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:  
22 (a)  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead -  
23 based paint hazards in the housing (list documents below):  
24  
25  
26 (b)  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT:**

- 27 1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials \_\_\_\_\_ / \_\_\_\_\_  
28 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. Buyer Initials Required \_\_\_\_\_ / \_\_\_\_\_  
29 3. Buyer must check either (a) or (b) below, confirming Buyer has:  
30 (a)  Pursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale  
31 Agreement, received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence  
32 of lead-based paint and/or lead-based paint hazards; or  
33 (b)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
34 lead-based paint hazards.  
35

**RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD**

36 If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by  
37 Seller unless waived pursuant to Section 3, Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real  
38 Estate Sale Agreement within ten (10) calendar days which shall commence when Buyer and Seller sign this Disclosure Addendum, by Buyer  
39 giving written notice of cancellation to Seller or Seller's agent. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to  
40 Buyer and this transaction shall be terminated.

**CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):**

42 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
43 have provided is true and accurate.

45 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Patricia A Toomy Date 4/13/17 ←  
46 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Waldemar M. Mathu Date 4-13-17 ←  
47 Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller's Agent John Faw / Anthony Hackman Date 4-13-17 ←  
48 Buyer's Agent's Firm \_\_\_\_\_ Seller's Agent's Firm Waldo Real Estate

FA  
4-13-17

### LEAD-BASED PAINT DISCLOSURE ADDENDUM

1 PROPERTY ADDRESS 2209 Amy Dr, Nyssa, OR  
 2 This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed  
 3 Addendum may be treated as an original.

#### LEAD WARNING STATEMENT

4  
 5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
 6 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
 7 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
 8 behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in  
 9 residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  
 10 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for  
 11 possible lead-based paint hazards is recommended prior to purchase.

#### SELLER'S AGENT'S ACKNOWLEDGMENT

12 Seller's Agent's Initials Required: JFA Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of  
 13 his/her responsibility to ensure compliance.  
 14

#### SELLER'S DISCLOSURE

- 15 Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards:  
 16 (a)  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19  
 20 (b)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 21 2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:  
 22 (a)  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead -  
 23 based paint hazards in the housing (list documents below):  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 (b)  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### BUYER'S ACKNOWLEDGMENT:

- 27 1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials \_\_\_\_\_ / \_\_\_\_\_  
 28 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. Buyer Initials Required \_\_\_\_\_ / \_\_\_\_\_  
 29 3. Buyer must check either (a) or (b) below, confirming Buyer has:  
 30 (a)  Pursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale  
 31 Agreement, received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence  
 32 of lead-based paint and/or lead-based paint hazards; or  
 33 (b)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
 34 lead-based paint hazards.  
 35

#### RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD

36 If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by  
 37 Seller unless waived pursuant to Section 3, Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real  
 38 Estate Sale Agreement within ten (10) calendar days which shall commence when Buyer and Seller sign this Disclosure Addendum, by Buyer  
 39 giving written notice of cancellation to Seller or Seller's agent. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to  
 40 Buyer and this transaction shall be terminated.  
 41

#### CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):

42 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
 43 have provided is true and accurate.  
 44

45 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Patricia A. Jarvey Date 4/13/17 ←  
 46 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Mark D. Miller Date 4-13-17 ←  
 47 Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller's Agent John Faw/Anthony Hackman Date 4-13-17 ←  
 48 Buyer's Agent's Firm \_\_\_\_\_ Seller's Agent's Firm Waldo Real Estate

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OREF 021

*Handwritten:* JFA 4-13-17

### LEAD-BASED PAINT DISCLOSURE ADDENDUM

1 **PROPERTY ADDRESS** 3207 Hwy 201, Nyssa, OR  
 2 This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed  
 3 Addendum may be treated as an original.

#### LEAD WARNING STATEMENT

5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
 6 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
 7 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
 8 behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in  
 9 residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or  
 10 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for  
 11 possible lead-based paint hazards is recommended prior to purchase.

#### SELLER'S AGENT'S ACKNOWLEDGMENT:

13 Seller's Agent's Initials Required: EA Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of  
 14 his/her responsibility to ensure compliance.

#### SELLER'S DISCLOSURE

- 16 1. Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards:  
 17 (a)  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (**explain**).  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 (b)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 21 2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:  
 22 (a)  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead -  
 23 based paint hazards in the housing (**list documents below**):  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 (b)  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### BUYER'S ACKNOWLEDGMENT:

- 28 1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials \_\_\_\_\_ / \_\_\_\_\_  
 29 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. Buyer Initials Required \_\_\_\_\_ / \_\_\_\_\_  
 30 3. Buyer must check either (a) or (b) below, confirming Buyer has:  
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 33 of lead-based paint and/or lead-based paint hazards; or  
 34 (b)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
 35 lead-based paint hazards.

#### RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD

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 39 Estate Sale Agreement within ten (10) calendar days which shall commence when Buyer and Seller sign this Disclosure Addendum, by Buyer  
 40 giving written notice of cancellation to Seller or Seller's agent. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to  
 41 Buyer and this transaction shall be terminated.

#### CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):

43 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
 44 have provided is true and accurate.

45 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Patricia A. Looney Date 4/13/17 ←  
 46 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Michael A. White Date 4-13-17 ←  
 47 Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller's Agent John Faw/Anthony Hackman Date 4-13-17 ←  
 48 Buyer's Agent's Firm \_\_\_\_\_ Seller's Agent's Firm Waldo Real Estate

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OREF 021

*FA-13-17*

# MOLD DISCLOSURE

Property Address 3211 Hwy 201, Nagsara, OR

Recently, there has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates certain types of mold may cause severe health problems for some individuals.

Not all molds are detectable through a visual inspection by a Realtor or even a professional home inspector. It is also possible the property could have hidden mold the Seller is not aware of.

The only way to provide a reasonable assurance the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who can conduct specific tests to identify potential problems. Normally, these tests consist of an interior and exterior examination for airborne spores and a carpet test. Other procedures and tests may also be necessary. Any visible mold should be professionally evaluated.

Broker advises; every Buyer should consider having a specific mold test performed by an environmental professional as either a separate test or as an add-on to their whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents from the Seller or other sources indicate there is evidence of past or present moisture, standing water or water intrusion at the property.

All inspections, including those to detect molds, should be completed within the inspection period established in the purchase agreement. Any waiver or failure on the part of Buyer to complete and obtain all appropriate tests, including, but not limited to those for mold, is against the advice of the Broker. Buyer agrees to hold Broker harmless from any claims of any kind whatsoever related to Buyer's waiver or failure to procure said inspections.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

Patricia A. Looney  
Seller Date 4/13/12

Michael A. Mathison  
Seller Date 4-13-12

OK-13-12

# MOLD DISCLOSURE

Property Address 3109 Hwy 201, Nyssa, OR

Recently, there has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates certain types of mold may cause severe health problems for some individuals.

Not all molds are detectable through a visual inspection by a Realtor or even a professional home inspector. It is also possible the property could have hidden mold the Seller is not aware of.

The only way to provide a reasonable assurance the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who can conduct specific tests to identify potential problems. Normally, these tests consist of an interior and exterior examination for airborne spores and a carpet test. Other procedures and tests may also be necessary. Any visible mold should be professionally evaluated.

Broker advises; every Buyer should consider having a specific mold test performed by an environmental professional as either a separate test or as an add-on to their whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents from the Seller or other sources indicate there is evidence of past or present moisture, standing water or water intrusion at the property.

All inspections, including those to detect molds, should be completed within the inspection period established in the purchase agreement. Any waiver or failure on the part of Buyer to complete and obtain all appropriate tests, including, but not limited to those for mold, is against the advice of the Broker. Buyer agrees to hold Broker harmless from any claims of any kind whatsoever related to Buyer's waiver or failure to procure said inspections.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

Satvaid A. Torrey  
Seller Date 4/13/17

Michael D. Miller  
Seller Date 4-13-17

4-13-17

# MOLD DISCLOSURE

Property Address 3207 Hwy 201, Nyssa, OR

Recently, there has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates certain types of mold may cause severe health problems for some individuals.

Not all molds are detectable through a visual inspection by a Realtor or even a professional home inspector. It is also possible the property could have hidden mold the Seller is not aware of.

The only way to provide a reasonable assurance the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who can conduct specific tests to identify potential problems. Normally, these tests consist of an interior and exterior examination for airborne spores and a carpet test. Other procedures and tests may also be necessary. Any visible mold should be professionally evaluated.

Broker advises; every Buyer should consider having a specific mold test performed by an environmental professional as either a separate test or as an add-on to their whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents from the Seller or other sources indicate there is evidence of past or present moisture, standing water or water intrusion at the property.

All inspections, including those to detect molds, should be completed within the inspection period established in the purchase agreement. Any waiver or failure on the part of Buyer to complete and obtain all appropriate tests, including, but not limited to those for mold, is against the advice of the Broker. Buyer agrees to hold Broker harmless from any claims of any kind whatsoever related to Buyer's waiver or failure to procure said inspections.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

Satricia A. Loney

Seller

4/13/17  
Date

Michael J. McAllen

Seller

4-13-17  
Date

4-13-17





# SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address 3211 201 Hwy, Nyssa, OR

## INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your
- 2 explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of
- 3 this disclosure statement and each attachment.
- 4 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under
- 5 ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
- 6 section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only
- 7 Section 1.
- 8 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the
- 9 property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of
- 10 the seller's choice should be directed to a qualified attorney.

### DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

- 12 Section 1. EXCLUSION FROM ORS 105.465 TO 105.490:
- 13 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out
- 14 Section 2 of this form completely.
- 15 Initial only the exclusion you wish to claim.
- 16  This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # \_\_\_\_\_
- 17 \_\_\_\_\_ issued by \_\_\_\_\_.
- 18  This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of
- 19 foreclosure.
- 20  The seller is a court appointed (Check only one):  receiver  personal representative  trustee  conservator  guardian
- 21  This sale or transfer is by a governmental agency.

22 **Signature(s) of Seller(s) Claiming Exclusion**

23 Seller Richard A. Torrey Date 4/13/17 ← Seller Waldo Real Estate Date 4-13-17

24 **Signature(s) of Buyer(s) Acknowledging Seller's Claim**

25 Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

### IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.

- 27 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT
- 28 **(NOT A WARRANTY)** (ORS 105.465)
- 29 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE
- 30 PROPERTY LOCATED AT \_\_\_\_\_ "THE PROPERTY."
- 31 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE
- 32 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S
- 33 DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF
- 34 REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR
- 35 PRIOR TO ENTERING INTO A SALE AGREEMENT.
- 36 Seller \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

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Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

## SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address 3209 201 Hwy, Nysso, OR

### INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your
- 2 explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of
- 3 this disclosure statement and each attachment.
  
- 4 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under
- 5 ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
- 6 section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only
- 7 Section 1.
  
- 8 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the
- 9 property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of
- 10 the seller's choice should be directed to a qualified attorney.

**DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470**

- 12 Section 1. EXCLUSION FROM ORS 105.465 TO 105.490:
- 13 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out
- 14 Section 2 of this form completely.
- 15 Initial only the exclusion you wish to claim.
- 16 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #
- 17 \_\_\_\_\_ issued by \_\_\_\_\_.
- 18 \_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of
- 19 foreclosure.
- 20  The seller is a court appointed (Check only one):  receiver  personal representative  trustee  conservator  guardian
- 21 \_\_\_\_\_ This sale or transfer is by a governmental agency.

22 **Signature(s) of Seller(s) Claiming Exclusion**

23 Seller Patricia A. Loney Date 4/13/17 ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

24 **Signature(s) of Buyer(s) Acknowledging Seller's Claim**

25 Buyer Walter J. Miller Date 4-13-17 ← Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

**IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.**

- 27 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT
  - 28 **(NOT A WARRANTY)** (ORS 105.465)
  - 29 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE
  - 30 PROPERTY LOCATED AT \_\_\_\_\_ "THE PROPERTY."
  - 31 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE
  - 32 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S
  - 33 DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF
  - 34 REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR
  - 35 PRIOR TO ENTERING INTO A SALE AGREEMENT.
- 36 Seller \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

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Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address 3207 201 Hwy, Nyssa, OR

INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of this disclosure statement and each attachment.
4 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.
8 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

- 12 Section 1. EXCLUSION FROM ORS 105.465 TO 105.490:
13 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.
14 Initial only the exclusion you wish to claim.
15 This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # issued by
16 This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.
20 The seller is a court appointed (Check only one): [ ] receiver [X] personal representative [ ] trustee [ ] conservator [ ] guardian
21 This sale or transfer is by a governmental agency.

22 Signature(s) of Seller(s) Claiming Exclusion
23 Seller Patricia A. Torrey Date 4/13/17 ← Seller Date ←

24 Signature(s) of Buyer(s) Acknowledging Seller's Claim
25 Buyer Michael J. Mullen Date 4-13-17 ← Buyer Date ←

IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.

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36 Seller Date ← Seller Date ←

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Buyer Initials / Date

