



**CONTRACT OF SALE**

*This Contract is intended to be a legal and binding agreement.  
If it is not understood, seek competent legal advice before signing.*

1 BETWEEN: \_\_\_\_\_ (“Seller”)

2 \_\_\_\_\_

3 \_\_\_\_\_

4 AND: \_\_\_\_\_ (“Buyer”)

5 \_\_\_\_\_

6 \_\_\_\_\_

7 Seller owns that certain property generally described as \_\_\_\_\_  
8 \_\_\_\_\_, and legally described as set forth on **Exhibit A**,  
9 attached hereto (“the Property”). Seller agrees to sell the Property to Buyer, and Buyer agrees to buy  
10 the Property from Seller for the price and subject to the terms and conditions set forth below:

11 **Section 1. Purchase Price and Terms.** Buyer promises to pay Seller as the total  
12 purchase price for the Property the sum of \$ \_\_\_\_\_ (“Purchase  
13 Price”), payable as follows:

14 **1.1 Down Payment.** On the Closing Date, as defined in the Real Estate Sale  
15 Agreement between the parties (“Sale Agreement”), Buyer shall pay \$ \_\_\_\_\_  
16 (including earnest money deposit) as Down Payment.

17 **1.2 Remaining Balance; Amortization.** The Remaining Balance of  
18 \$ \_\_\_\_\_ (Purchase Price minus Down Payment) shall be paid in monthly  
19 installments of principal and interest, based on a (*Select one*): [ ] 30-year amortization; [ ] 25-year  
20 amortization; [ ] 20-year amortization; [ ] Other (specify) \_\_\_\_\_.

21 **1.3 Interest Rate; Installments; Scheduled Payment Dates.** Interest on the  
22 Remaining Balance shall accrue at the rate of \_\_\_\_\_% per annum from the Closing Date identified  
23 in the Sale Agreement between the parties and shall be paid in monthly installments of not less than  
24 \$ \_\_\_\_\_ principal including interest (“Installment” or “Installments”), with the first  
25 Installment due by the first day of \_\_\_\_\_, 20\_\_\_\_, and subsequent Installments due by  
26 the first day of each month thereafter until paid in full. All Installments shall be applied first toward  
27 interest to the date of payment, and the remainder to principal.

28 **1.4 Late Charge.** (*Check here if applicable. If box is left blank, no*  
29 *charge will be assessed on any late Installments.*): [ ] A late charge of 5.00% of the unpaid  
30 Installment will be automatically assessed for any Installment not received by Seller, or Seller’s  
31 designee, by the 15<sup>th</sup> day of the month; said late charge shall be promptly paid to Seller, or  
32 Seller’s designee, with no further notice from Seller, or Seller’s designee, but in no event later  
33 than the first day of the following month. Acceptance of payment of a late charge shall not  
34 constitute a waiver of any past, present or future Events of Default as described in Section 10,  
35 below.

36 **1.5 Maturity Date.** All unpaid principal, accrued unpaid interest, and all other  
37 sums due under this Contract shall be paid in full on or before \_\_\_\_\_.

38

Buyer Initials / Date

Seller Initials / Date

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**1.6 Prepayment.** Buyer may prepay some or all of the Remaining Balance at any time without penalty. However, any such prepayments shall not excuse Buyer from making the regular monthly Installments or other sums due under this Contract until the Remaining Balance has been paid in full.

**1.7 Place of Payments.** All Installments and other sums specified herein shall be paid to (select one):

[ ] Seller at: \_\_\_\_\_

[ ] Collection Escrow (identify): \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_. Seller and Buyer covenant to timely execute all instructions necessary or convenient for the Collection Escrow to perform its services. In the event that the terms of payment, application of principal, interest, late fees, or other provisions relating to any payments made pursuant to this Contract of Sale materially differ from the instructions signed by the parties with the Collection Escrow, the latter shall prevail over this Contract of Sale.

[ ] Other (identify): \_\_\_\_\_ at \_\_\_\_\_

Payments are deemed received when received at the above address/account, or such other address/account as provided by one party to the other.

**Section 2. Taxes and HOA/UOA Assessments.**

**2.1 Property Taxes and Assessments.** All real property taxes and assessments levied against the Property for the current tax year shall be prorated between Seller and Buyer as of the Closing Date identified in the Sale Agreement. Buyer shall pay when due all taxes and assessments that are levied against the Property after the Closing Date. Buyer may elect to pay assessments in accordance with any available installment method. Property tax payments shall be made no less frequently than one-third each on November 15, February 15 and May 15 (or the following business day) of each fiscal tax year. Buyer shall provide Seller with written evidence that all taxes and assessments have been paid within ten (10) days after each required payment is made. If applicable, until the current fiscal year's property taxes are known, Buyer's tax payments shall be calculated upon the prior fiscal year's taxes, with the parties reconciling and paying/reimbursing any shortfall or overage prior to November 1 of the then-current fiscal year.

**2.2 Right to Contest.** If Buyer objects in good faith to the validity or amount of any tax or assessment, Buyer, at Buyer's sole expense, may contest the validity or amount thereof, provided that Seller's security interest in the Property is not jeopardized.

**2.3 Tax Statements.** Whichever party receives the annual property tax statement as provided in the recorded Memorandum of Contract, a copy shall be promptly provided to the other party, but in no event later than November 1, of each fiscal tax year.

**2.4 Prohibition Against Encumbering Property.** Excepting only unpaid property taxes or assessments not yet due, Buyer shall not allow the Property to be encumbered by any liens during the term of this Contract. In the event that a contractor's lien is filed against the Property, if Buyer executes a bond or deposits cash pursuant to ORS 86.076, Buyer shall have the right to contest the same without it constituting an Event of Default as more fully described in Section 10, below.

**2.5 Association Dues/Assessments.** If applicable, Buyer shall pay when due all dues, assessments, and other charges levied by the Homeowners' or Unit Owners' Association and provide Seller with written evidence of such payment within ten (10) days after each required payment.

Buyer Initials / Date

Seller Initials / Date

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85 **Section 3. Possession.** Buyer shall be entitled to possession of the Property from and after  
86 the Closing Date and Possession as identified in the Sale Agreement.

87 **Section 4. Maintenance; Use; Alterations.**

88 **4.1 Maintenance.** Buyer shall keep all buildings, other improvements, and  
89 landscape now existing, or that shall be placed on the Property, in good condition and repair as of  
90 the date Buyer is entitled to possession and shall not permit any waste, damage, or removal of  
91 improvements, nor make any substantial improvements or alterations to the Property that would  
92 reduce the value of Seller's security interest therein.

93 **4.2 Prohibited Activities.** Buyer shall not use or permit the use of all or any  
94 of the Property for conduct or activity that constitutes a violation of any state, federal or local laws or  
95 ordinances. Buyer's use of the Property for any purpose that is legal under Oregon law but  
96 prohibited under federal law shall not constitute a violation of this Contract of Sale, unless there is  
97 clear and convincing evidence that such use, or intended use, would reduce the value of Seller's  
98 security interest in the Property.

99 **4.3 Hazardous Substances.** Buyer shall comply fully with all laws pertaining  
100 to the protection of human health and the environment, and shall not store, handle or dispose of any  
101 hazardous substances at the Property. Buyer shall indemnify, defend and hold harmless Seller  
102 from and against all claims, causes of action, losses, damages, costs, response costs, liabilities,  
103 and other expenses, caused by, arising out of, or in connection with the generation, release,  
104 handling, storage, discharge, transportation, deposit or disposal in, on, under or about the  
105 Property by Buyer or any agents, representatives or contractors of Buyer of the following:  
106 Hazardous materials, hazardous substances, ultrahazardous materials, toxic wastes, toxic  
107 substances, pollutants, radioactive materials, petroleum products, underground tanks, oils,  
108 pollution, asbestos, PCBs, materials, or contaminants, as those terms are commonly used or as  
109 defined by any present or future federal, state, and/or local law or regulation related to protection  
110 of health or the environment.

111 **Section 5. Insurance.**

112 **5.1 Property Damage/Flood Insurance.** Buyer shall procure and maintain a  
113 policy of fire and casualty insurance with standard extended coverage endorsements on a  
114 replacement cost basis covering all improvements on the Property in an amount not less than the  
115 full replacement value of the residence and any structures located upon the Property. Additionally, if  
116 the Property is located in a designated flood plain, Buyer shall secure a policy of flood insurance  
117 reasonably satisfactory to Seller. The policies shall be primary with respect to all covered risks, shall  
118 identify Seller as a named insured and shall be written in such form with such terms and by such  
119 insurance companies reasonably acceptable to Seller. Buyer shall deliver to Seller a certificate of  
120 coverage from the insurers containing a stipulation that coverage will not be cancelled or diminished  
121 without a minimum of 30-day written notice to Seller. In the event of any insured loss that would be  
122 covered by insurance, Buyer shall give immediate notice to Seller. Seller may make proof of loss if  
123 Buyer fails to do so within 15 days of the casualty event.

124 **5.2 Application of Proceeds.** All proceeds of any insurance on the Property  
125 shall be paid to and held by Seller. If Buyer elects to restore the Property, Buyer shall, through an  
126 Oregon licensed and bonded contractor, repair or replace the damaged or destroyed improvements  
127 in a workmanlike manner that is reasonably satisfactory to Seller. Seller shall timely release such  
128 funds to any contractor to whom payment is due upon satisfactory proof of completion of their labor  
129 and materials and the appropriate lien release. If there are any insurance funds remaining after

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Buyer Initials / Date

Seller Initials / Date

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131 completion of all necessary restoration consistent with this Section 5.2, the balance shall be applied  
132 to principal reduction of this Contract. If Buyer elects not to restore the Property, at the election of  
133 Seller, Seller shall retain a sufficient amount of the proceeds to pay all amounts owed Seller under  
134 this Contract, and shall pay the balance, if any, to Buyer.

135 **Section 6. Indemnification.**

136 **6.1 By Buyer.** Buyer shall indemnify and hold Seller harmless and, at Seller's  
137 election, defend Seller from and against any and all claims, losses, damages, fines, charges,  
138 actions, or other liabilities of any description arising out of or in any way connected with Buyer's  
139 possession or use of the Property after the Closing Date.

140 **6.2 By Seller.** Seller shall indemnify and hold Buyer harmless and, at Buyer's  
141 election, defend Buyer from and against any and all claims, losses, damages, fines, charges,  
142 actions, or other liabilities of any description arising out of or in any way connected with Seller's  
143 possession or use of the Property on or before the Closing Date.

144 **Section 7. Representations, Warranties, and Covenants of Seller.**

145 **7.1 Covenants of Title.** Seller warrants that Seller is the owner of insurable  
146 title to the Property, and that the same is free of all liens and encumbrances excepting only those  
147 Exceptions Nos. \_\_\_\_\_, contained in the latest Preliminary Title Report  
148 issued by \_\_\_\_\_, dated \_\_\_\_\_,  
149 Order No. \_\_\_\_\_ ("Report").

150 **7.2 Authority.** Seller and Buyer mutually represent to the other that they have  
151 obtained all requisite authorizations for the execution and delivery of this Contract.

152 **7.3 Nonforeign Status.** Seller is not a "foreign person" as defined in 26 U.S.  
153 Code § 1445 (Withholding of tax on dispositions of United States real property interests).

154 **7.4 No Warranties; As Is.** Subject only to those representations made by  
155 Seller in the Seller Property Disclosure Statement, if applicable, the Sale Agreement with Buyer,  
156 and those warranties of title contained in the Deed, as defined in Section 9, below, Seller makes no  
157 other representations or warranties, express or implied, as to the Property, its condition or state of  
158 repair, it being understood by all parties that the Property is transferred to Buyer in its AS-IS  
159 condition as of the Closing Date.

160 **7.5 Survival of Representations.** Those representations in the Seller's  
161 Property Disclosure Statement, if applicable, and Sale Agreement between Seller and Buyer shall  
162 survive Closing and become a part of this Contract.

163 **Section 8. Title Insurance.** Upon Closing, Seller, at Seller's cost, shall furnish Buyer with a  
164 purchaser's policy of title insurance in the amount of the Purchase Price consistent with those  
165 exceptions disclosed in the Report identified in Section 7.1, above.

166 **Section 9. Deed; Deed Held in Escrow.** Upon payment of the total Purchase Price for the  
167 Property and performance by Buyer of all other terms, conditions, and provisions of this Contract,  
168 Buyer shall be entitled to receive from Seller a good and sufficient statutory warranty deed (the  
169 "Deed") conveying marketable title to the Property, free and clear of all liens and encumbrances,  
170 excepting only those special exceptions identified in Section 7.1 above. Buyer and Seller agree that  
171 at or before Closing, the Deed shall be executed in recordable form by Seller and delivered to the  
172 following neutral third party to be held with suitable instructions for delivery to Buyer, or Buyer's  
173 lawful heirs, successors or assigns, in accordance with this Section 9 (*name and address*):  
174 \_\_\_\_\_

175 The cost for holding said Deed shall be paid by (*select one*): [ ] Seller; [ ] Buyer; [ ] Seller and  
176 Buyer equally. (*If left blank, Seller and Buyer shall equally pay the cost.*)

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

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

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177 **Section 10. Events of Default.** Time is of the essence of this Contract. A default shall occur  
178 under any of the following circumstances:

179 **10.1 Ten-Day Grace Period.** If Buyer fails to pay any Installment or other  
180 payment due under this Contract following ten (10) days' written demand from Seller issued after its  
181 due date.

182 **10.2 Thirty-Day Grace Period.** If Buyer fails to perform any other obligation  
183 contained in this Contract within thirty (30) days after written notice from Seller specifying the  
184 nature of the default and what is necessary to cure. If the cure cannot reasonably be completed  
185 by Buyer within such 30-day period through the exercise of reasonable diligence, the failure by  
186 Buyer to commence the required cure within such 30-day period and thereafter to continue the  
187 cure with diligence and to complete the cure within ninety (90) days following said written notice  
188 from Seller shall constitute a default.

189 **10.3 Bankruptcy; Insolvency.** The commencement by Buyer of a voluntary  
190 case under the federal bankruptcy laws or under other federal or state law relating to insolvency or  
191 debtor's relief; the entry of a decree or order for relief against Buyer in an involuntary case under the  
192 federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or  
193 debtor's relief; the appointment of, or the consent by Buyer, to the appointment of receiver, trustee,  
194 or custodian of Buyer or of any of Buyer's property; an assignment for the benefit of creditors by  
195 Buyer or Buyer's failure generally to pay debts as such debts become due.

196 **10.4 Prohibited Transfer.** Breach of Section 13, below, shall constitute an  
197 immediate event of default hereunder, and Seller may pursue all available remedies under Section  
198 11, below, without first issuing a 30-day notice to Buyer under Section 10.2 above.

199 **Section 11. Remedies of Default.** In the event of a default, Seller may take any one or more  
200 of the following steps:

201 **11.1 Acceleration.** Seller may declare the remainder of the Unpaid Balance,  
202 plus interest, and all other accrued but unpaid charges and expenses, immediately due and  
203 payable.

204 **11.2 Foreclosure.** Seller may foreclose this Contract by suit in equity.

205 **11.3 Statutory Forfeiture.** After complying with the notice requirements and  
206 affording Buyer the right to cure the default contained in ORS 93.905-93.940 as the same may be  
207 amended or superseded from time to time, Seller may declare this Contract forfeited and retain the  
208 amount of the payments previously made under this Contract. Upon recordation of the affidavit  
209 required by Oregon law, this Contract shall be extinguished and canceled, and Buyer shall have no  
210 further right, title, or interest in and to the Property or to any return or compensation for any  
211 Installments or other sums previously made under this Contract, just the same as though this  
212 Contract and such payments had never been made. In such event, Buyer agrees to surrender the  
213 Property to Seller. If Buyer fails to do so, Seller may elect to treat Buyer as a tenant holding over  
214 unlawfully after the expiration of a lease, and Buyer may be removed as such, without limiting  
215 Seller's right to pursue other rights and remedies contained in this Contract or as permitted by law.

216 **11.4 Other Remedies.** Notwithstanding the preceding, Seller may exercise  
217 any and all other remedies available under Oregon law.

218 **Section 12. Waiver.** Failure of either party at any time to require performance of any provision  
219 of this Contract shall not limit the party's right to enforce the provision, nor shall any waiver of any  
220 breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of  
221 this provision itself.

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

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

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222 **Section 13. Successor Interests.** This Contract shall be binding upon and inure to the benefit  
223 of the parties, their permitted successors, and assigns. No interest of Buyer in this Contract or the  
224 Property shall be assigned, subcontracted, or otherwise transferred (whether for security purposes  
225 or otherwise), voluntarily or involuntarily, without the prior written consent of Seller, which may be  
226 given or withheld at Seller's sole discretion. Consent by Seller to one transfer shall not constitute  
227 consent to subsequent transfers or a waiver of this Section 13. Any attempted assignment or  
228 transfer of this Contract or the Property in violation of this Section 13 shall be void and of no effect  
229 with respect to Seller and shall constitute an immediate default under this Contract.

230 **Section 14. Prior Agreements.** Except as otherwise provided herein, this Contract is the  
231 entire, final, and complete agreement of the parties pertaining to the sale and purchase of the  
232 Property and supersedes and replaces all prior or existing written and oral agreements between the  
233 parties relating to the Property.

234 **Section 15. Notice.** Any notice under this Contract shall be in writing and transmitted to the  
235 other party at the address stated in this Contract or such other address as either party may  
236 designate by written notice to the other.

237 **Section 16. Applicable Law.** This Contract has been entered into in the state of Oregon, and  
238 the parties agree that the laws of Oregon shall be applied in construing and enforcing it.

239 **Section 17. Costs and Attorney Fees.** If any litigation or arbitration is brought to enforce or  
240 interpret any of the terms of this Contract, or if suit or action is instituted in a Bankruptcy Court for a  
241 United States District Court to seek relief from an automatic stay, to obtain adequate protection, or  
242 to otherwise assert the interest of Seller in a bankruptcy proceeding, the party not prevailing shall  
243 pay the prevailing party's attorney fees, costs and disbursements upon hearing, trial, and any  
244 appeal therefrom.

245 **Section 18. Survival of Covenants.** Any covenants, the full performance of which are not  
246 required before Closing or final payment of the Principal Balance and delivery of the deed, shall  
247 survive and shall be fully enforceable thereafter in accordance with their terms.

248 **Section 19. Acknowledgment.** Seller and Buyer hereby acknowledge that: (a) They were  
249 given an opportunity to either use this Contract of Sale form provided by their respective real  
250 estate licensees, or have the form prepared by one or more attorneys of their choice; (b) That by  
251 providing this form, neither the licensees nor the forms provider, Oregon Real Estate Forms, LLC,  
252 are engaging in the practice of law; (c) They have elected to use this form and have had a  
253 reasonable opportunity to have it reviewed by attorneys of their choice; (d) Their respective real  
254 estate licensees have not rendered any advice or recommendations regarding the specific  
255 financial or credit terms of this transaction; (e) They are satisfied with, and understand, the  
256 terms contained this form; and (f) This Contract of Sale shall not be construed more strictly  
257 against any one party. ***This Contract is intended to be a legal and binding agreement. If it is  
258 not understood, seek competent legal advice before signing.***

259 **Section 20. Buyer Warranty and Representation.** Buyer warrants and represents to Seller  
260 that this transaction is (*select one*): [  ] For business purposes only; [  ] For personal, consumer,  
261 residential or household purposes. (*If left blank the purpose shall be deemed to be for business  
262 purposes only.*) The preceding warranty and representation shall constitute a conclusive  
263 presumption for purposes of interpretation and enforcement of this Contract.

264 **Section 21. Severability.** If any provision of this Contract is found by a court of competent  
265 jurisdiction to be invalid or unenforceable as written, then the parties agree that the remaining  
266 portion shall not affect the validity and enforceability of the balance of this Contract.

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

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

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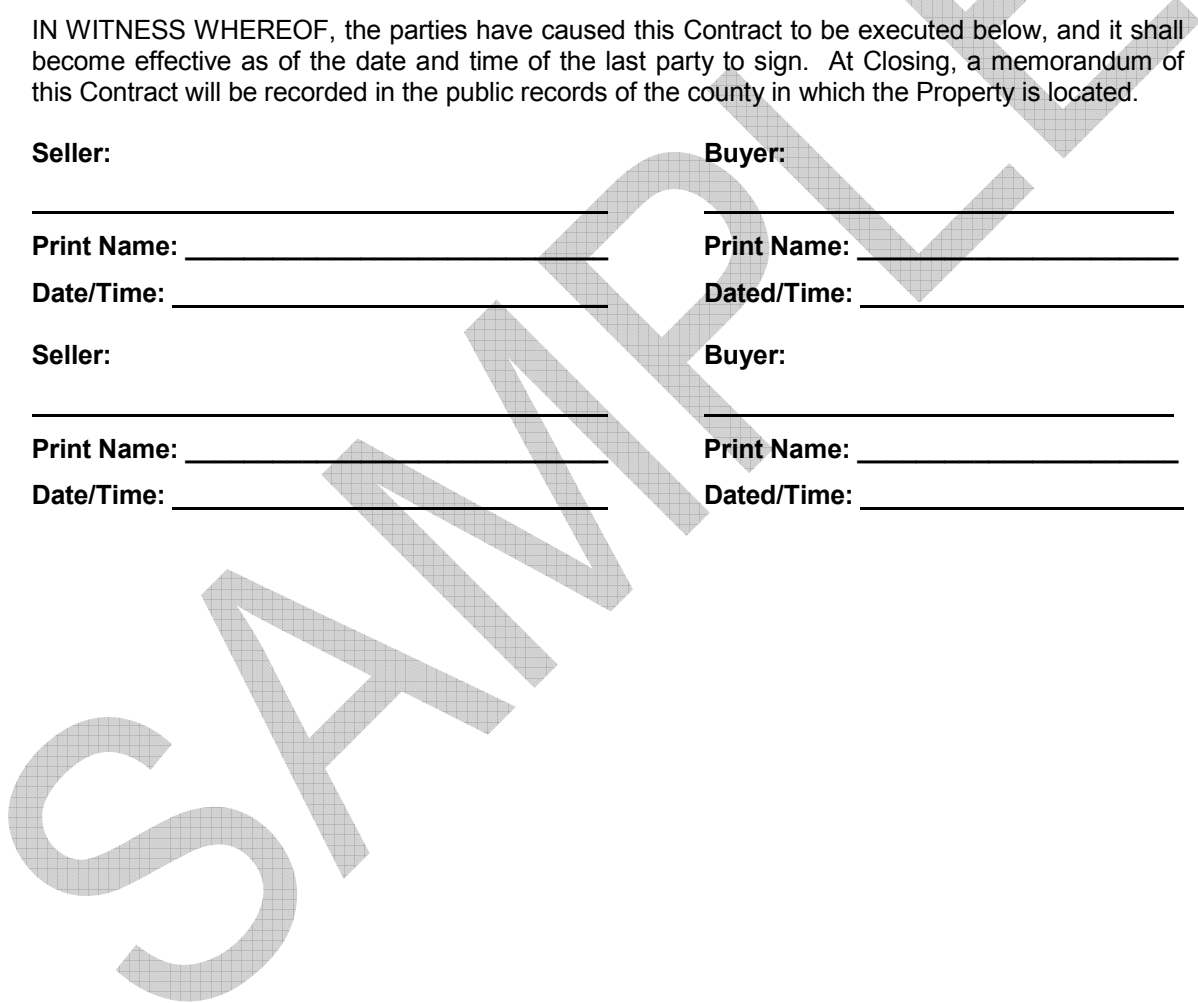


267 **Section 22. ORS 93.040(1) Disclaimer.** BEFORE SIGNING OR ACCEPTING THIS  
268 INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S  
269 RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,  
270 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,  
271 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE  
272 OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE  
273 LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
274 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR  
275 COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A  
276 LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE  
277 APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST  
278 FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE  
279 RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305  
280 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,  
281 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

282 IN WITNESS WHEREOF, the parties have caused this Contract to be executed below, and it shall  
283 become effective as of the date and time of the last party to sign. At Closing, a memorandum of  
284 this Contract will be recorded in the public records of the county in which the Property is located.

285  
286 **Seller:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_  
287  
288 **Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_  
289 **Date/Time:** \_\_\_\_\_ **Dated/Time:** \_\_\_\_\_

290 **Seller:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_  
291  
292 **Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_  
293 **Date/Time:** \_\_\_\_\_ **Dated/Time:** \_\_\_\_\_





**EXHIBIT A**  
**(Attach Legal Description)**

SAMPLE

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