

**SELLER-CARRIED 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 property generally described as \_\_\_\_\_  
8 \_\_\_\_\_, and legally described as set forth on **Exhibit A**, attached hereto (the "Property"). Seller agrees to sell the  
9 Property to Buyer, and Buyer agrees to buy the Property from Seller for the price and subject to the terms and conditions set forth below:

10 **Section 1. PURCHASE PRICE AND TERMS.** Buyer promises to pay Seller as the total purchase price for the Property the sum of  
11 \$ \_\_\_\_\_ ("Purchase Price"), payable as follows:

12 **1.1 DOWN PAYMENT.** On the Closing Date, as defined in the Real Estate Sale Agreement between the parties ("Sale Agreement"), Buyer shall pay  
13 \$ \_\_\_\_\_ (including earnest money deposit) as Down Payment.

14 **1.2 REMAINING BALANCE; AMORTIZATION.** The Remaining Balance of \$ \_\_\_\_\_ (Purchase Price minus Down Payment) shall be  
15 paid in monthly installments of principal and interest, based on a (*Select one*):

- 16  30-year amortization;
- 17  25-year amortization;
- 18  20-year amortization;
- 19  Other (specify) \_\_\_\_\_.

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

25 **1.4 LATE CHARGE.** (Check here if applicable. If box is left blank, no charge will be assessed on any late Installments.):  A late charge of 5.00%  
26 of the unpaid Installment will be automatically assessed for any Installment not received by Seller, or Seller's designee, by the 15<sup>th</sup> day of the  
27 month; said late charge shall be promptly paid to Seller, or Seller's designee, with no further notice from Seller, or Seller's designee, but in no event  
28 later than the first day of the following month. Acceptance of payment of a late charge shall not constitute a waiver of any past, present or future  
29 Events of Default as described in Section 10, below.

30 **1.5 MATURITY DATE.** All unpaid principal, accrued unpaid interest, and all other sums due under this Contract shall be paid in full on or before  
31 \_\_\_\_\_.

32 **1.6 PREPAYMENT.** Buyer may prepay some or all of the Remaining Balance at  
33 any time without penalty. However, any such prepayments shall not excuse Buyer from making the regular monthly Installments or other sums due  
34 under this Contract until the Remaining Balance has been paid in full.

35 **1.7 PLACE OF PAYMENTS.** All Installments and other sums specified herein shall be paid to (*select one*):

- 36  Seller at: \_\_\_\_\_
- 37  Collection Escrow (*identify*): \_\_\_\_\_ at \_\_\_\_\_  
38 \_\_\_\_\_ Seller and Buyer covenant to timely execute all instructions necessary or convenient for the Collection  
39 Escrow to perform its services. In the event the terms of payment, application of principal, interest, late fees, or other provisions relating to any  
40 payments made pursuant to this Contract of Sale materially differ from the instructions signed by the parties with the Collection Escrow, the latter  
41 shall prevail over this Contract of Sale.
- 42  Other (*identify*): \_\_\_\_\_ at \_\_\_\_\_  
43 \_\_\_\_\_

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

45 **Section 2. TAXES AND HOA/UA ASSESSMENTS.**

46 **2.1 PROPERTY TAXES AND ASSESSMENTS.** All real property taxes and assessments levied against the Property for the current tax year shall be  
47 prorated between Seller and Buyer as of the Closing Date identified in the Sale Agreement. Buyer shall pay when due all taxes and assessments levied  
48 against the Property after the Closing Date. Buyer may elect to pay assessments in accordance with any available installment method. Property tax  
49 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

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

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

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50 fiscal tax year. Buyer shall provide Seller with written evidence all taxes and assessments have been paid within ten (10) days after each required  
51 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  
52 year's taxes, with the parties reconciling and paying/reimbursing any shortfall or overage prior to November 1 of the then-current fiscal year.

53 **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  
54 contest the validity or amount thereof, provided Seller's security interest in the Property is not jeopardized.

55 **2.3 TAX STATEMENTS.** Whichever party receives the annual property tax statement as provided in the recorded Memorandum of Contract, a copy  
56 shall be promptly provided to the other party, but in no event later than November 1, of each fiscal tax year.

57 **2.4 PROHIBITION AGAINST ENCUMBERING PROPERTY.** Excepting only unpaid property taxes or assessments not yet due, Buyer shall not allow  
58 the Property to be encumbered by any liens during the term of this Contract. In the event a contractor's lien is filed against the Property, if Buyer  
59 executes a bond or deposits cash pursuant to ORS 87.076, Buyer shall have the right to contest the same without it constituting an Event of Default as  
60 more fully described in Section 10, below.

61 **2.5 ASSOCIATION DUES/ASSESSMENTS.** If applicable, Buyer shall pay when due all dues, assessments, and other charges levied by the  
62 Homeowners' or Unit Owners' Association and provide Seller with written evidence of such payment within ten (10) days after each required payment.

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

### 65 Section 4. MAINTENANCE; USE; ALTERATIONS.

66 **4.1 MAINTENANCE.** Buyer shall keep all buildings, other improvements, and landscape now existing, or shall be placed on the Property, in good  
67 condition and repair as of the date Buyer is entitled to possession and shall not permit any waste, damage, or removal of improvements, nor make any  
68 substantial improvements or alterations to the Property that would reduce the value of Seller's security interest therein.

69 **4.2 PROHIBITED ACTIVITIES.** Buyer shall not use or permit the use of all or any of the Property for conduct or activity that constitutes a violation of  
70 any state, federal, or local laws or ordinances. Buyer's use of the Property for any legal purpose under Oregon law but prohibited under federal law shall  
71 not constitute a violation of this Contract of Sale, unless there is clear and convincing evidence such use, or intended use, would reduce the value of  
72 Seller's security interest in the Property.

73 **4.3 HAZARDOUS SUBSTANCES.** Buyer shall comply fully with all laws pertaining to the protection of human health and the environment, and shall not  
74 store, handle, or dispose of any hazardous substances at the Property. Buyer shall indemnify, defend, and hold harmless Seller from and against all  
75 claims, causes of action, losses, damages, costs, response costs, liabilities, and other expenses, caused by, arising out of, or in connection with  
76 the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about the Property by Buyer or any  
77 agents, representatives or contractors of Buyer of the following: Hazardous materials, hazardous substances, ultrahazardous materials, toxic  
78 wastes, toxic substances, pollutants, radioactive materials, petroleum products, underground tanks, oils, pollution, asbestos, PCBs, materials, or  
79 contaminants, as those terms are commonly used or as defined by any present or future federal, state, and/or local law or regulation related to  
80 protection of health or the environment.

### 81 Section 5. INSURANCE.

82 **5.1 PROPERTY DAMAGE/FLOOD INSURANCE.** Buyer shall procure and maintain a policy of fire and casualty insurance with standard extended  
83 coverage endorsements on a replacement cost basis covering all improvements on the Property in an amount not less than the full replacement value  
84 of the residence and any structures located upon the Property. Additionally, if the Property is located in a designated flood plain, Buyer shall secure a  
85 policy of flood insurance reasonably satisfactory to Seller. The policies shall be primary with respect to all covered risks, shall identify Seller as a named  
86 insured and shall be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Buyer shall deliver to  
87 Seller a certificate of coverage from the insurers containing a stipulation coverage will not be cancelled or diminished without a minimum of 30-day  
88 written notice to Seller. In the event of any insured loss covered by insurance, Buyer shall give immediate notice to Seller. Seller may make proof of loss  
89 if Buyer fails to do so within 15 days of the casualty event.

90 **5.2 APPLICATION OF PROCEEDS.** All proceeds of any insurance on the Property shall be paid to and held by Seller. If Buyer elects to restore the  
91 Property, Buyer shall, through an Oregon licensed and bonded contractor, repair or replace the damaged or destroyed improvements in a workmanlike  
92 manner that is reasonably satisfactory to Seller. Seller shall timely release such funds to any contractor to whom payment is due upon satisfactory proof  
93 of completion of their labor and materials and the appropriate lien release. If there are any insurance funds remaining after completion of all necessary  
94 restoration consistent with this Section 5.2, the balance shall be applied to principal reduction of this Contract. If Buyer elects not to restore the Property,  
95 at the election of Seller, Seller shall retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and shall pay the  
96 balance, if any, to Buyer.

### 97 Section 6. INDEMNIFICATION.

98 **6.1 BY BUYER.** Buyer shall indemnify and hold Seller harmless and, at Seller's election, defend Seller from and against any and all claims, losses,  
99 damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with Buyer's possession or use of the  
100 Property after the Closing Date.

101 **6.2 BY SELLER.** Seller shall indemnify and hold Buyer harmless and, at Buyer's election, defend Buyer from and against any and all claims, losses,  
102 damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with Seller's possession or use of the  
103 Property on or before the Closing Date.

### 104 Section 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

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

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

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## SELLER-CARRIED CONTRACT OF SALE

105 **7.1 COVENANTS OF TITLE.** Seller warrants, Seller is the owner of insurable title to the Property, and same is free of all liens and encumbrances  
106 excepting those Exceptions Nos. \_\_\_\_\_, contained in the latest Preliminary Title Report issued by  
107 \_\_\_\_\_, dated \_\_\_\_\_, Order No. \_\_\_\_\_ ("Report").

108 **7.2 AUTHORITY.** Seller and Buyer mutually represent to the other they have obtained all requisite authorizations for the execution and delivery of this  
109 Contract.

110 **7.3 NONFOREIGN STATUS.** Seller is not a "foreign person" as defined in 26 U.S. Code § 1445 (Withholding of tax on dispositions of United States  
111 real property interests).

112 **7.4 NO WARRANTIES; AS IS.** Subject only to those representations made by Seller in the Seller Property Disclosure Statement, if applicable, the Sale  
113 Agreement with Buyer, and those warranties of title contained in the Deed, as defined in Section 9, below, Seller makes no other representations or  
114 warranties, express or implied, as to the Property, its condition or state of repair, it being understood by all parties the Property is transferred to Buyer in  
115 its AS-IS condition as of the Closing Date.

116 **7.5 SURVIVAL OF REPRESENTATIONS.** Those representations in the Seller's Property Disclosure Statement, if applicable, and Sale Agreement  
117 between Seller and Buyer shall survive Closing and become a part of this Contract.

118 **Section 8. TITLE INSURANCE.** Upon Closing, Seller, at Seller's cost, shall furnish Buyer with a purchaser's policy of title insurance in the amount of  
119 the Purchase Price consistent with those exceptions disclosed in the Report identified in Section 7.1, above.

120 **Section 9. DEED; DEED HELD IN ESCROW.** Upon payment of the total Purchase Price for the Property and performance by Buyer of all other terms,  
121 conditions, and provisions of this Contract, Buyer shall be entitled to receive from Seller a good and sufficient statutory warranty deed (the "Deed")  
122 conveying marketable title to the Property, free and clear of all liens and encumbrances, excepting only those special exceptions identified in Section  
123 7.1 above. Buyer and Seller agree at or before Closing, the Deed shall be executed in recordable form by Seller and delivered to the following neutral  
124 third party to be held with suitable instructions for delivery to Buyer, or Buyer's lawful heirs, successors or assigns, in accordance with this Section 9  
125 (name and address): \_\_\_\_\_.

126 The cost for holding said Deed shall be paid by (select one): (If left blank, Seller and Buyer shall equally pay the cost.)

127  Seller;

128  Buyer;

129  Seller and Buyer equally.

130 **Section 10. EVENTS OF DEFAULT.** Time is of the essence of this Contract. A default shall occur under any of the following circumstances:

131 **10.1 TEN-DAY GRACE PERIOD.** If Buyer fails to pay any Installment or other payment due under this Contract following ten (10) days' written demand  
132 from Seller issued after its due date.

133 **10.2 THIRTY-DAY GRACE PERIOD.** If Buyer fails to perform any other obligation contained in this Contract within thirty (30) days after written  
134 notice from Seller specifying the nature of the default and what is necessary to cure. If the cure cannot reasonably be completed by Buyer within  
135 such 30-day period through the exercise of reasonable diligence, the failure by Buyer to commence the required cure within such 30-day period  
136 and thereafter to continue the cure with diligence and to complete the cure within ninety (90) days following said written notice from Seller shall  
137 constitute a default.

138 **10.3 BANKRUPTCY; INSOLVENCY.** The commencement by Buyer of a voluntary case under the federal bankruptcy laws or under other federal or  
139 state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Buyer in an involuntary case under the federal  
140 bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment of, or the consent by Buyer,  
141 to the appointment of receiver, trustee, or custodian of Buyer or of any of Buyer's property; an assignment for the benefit of creditors by Buyer or  
142 Buyer's failure generally to pay debts as such debts become due.

143 **10.4 PROHIBITED TRANSFER.** Breach of Section 13, below, shall constitute an immediate event of default hereunder, and Seller may pursue all  
144 available remedies under Section 11, below, without first issuing a 30-day notice to Buyer under Section 10.2 above.

145 **Section 11. REMEDIES OF DEFAULT.** In the event of a default, Seller may take any one or more of the following steps:

146 **11.1 ACCELERATION.** Seller may declare the remainder of the Unpaid Balance, plus interest, and all other accrued but unpaid charges and expenses,  
147 immediately due and payable.

148 **11.2 FORECLOSURE.** Seller may foreclose this Contract by suit in equity.

149 **11.3 STATUTORY FORFEITURE.** After complying with the notice requirements and affording Buyer the right to cure the default contained in  
150 ORS 93.905-93.940 as the same may be amended or superseded from time to time, Seller may declare this Contract forfeited and retain the amount of  
151 the payments previously made under this Contract. Upon recordation of the affidavit required by Oregon law, this Contract shall be extinguished and  
152 canceled, and Buyer shall have no  
153 further right, title, or interest in and to the Property or to any return or compensation for any Installments or other sums previously made under this  
154 Contract, just the same as though this Contract and such payments had never been made. In such event, Buyer agrees to surrender the Property to  
155 Seller. If Buyer fails to do so, Seller may elect to treat Buyer as a tenant holding over unlawfully after the expiration of a lease, and Buyer may be  
156 removed as such, without limiting Seller's right to pursue other rights and remedies contained in this Contract or as permitted by law.

157 **11.4 OTHER REMEDIES.** Notwithstanding the preceding, Seller may exercise any and all other remedies available under Oregon law. Seller may  
158 specifically enforce the terms of this Contract by suit in equity.

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

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

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159 **Section 12. WAIVER.** Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to  
 160 enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of  
 161 this provision itself.

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

168 **Section 14. PRIOR AGREEMENTS.** Except as otherwise provided herein, this Contract is the entire, final, and complete agreement of the parties  
 169 pertaining to the sale and purchase of the Property and supersedes and replaces all prior or existing written and oral agreements between the parties  
 170 relating to the Property.

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

173 **Section 16. APPLICABLE LAW.** This Contract has been entered into in the state of Oregon, and the parties agree the laws of Oregon shall be applied  
 174 in construing and enforcing it.

175 **Section 17. COSTS AND ATTORNEY FEES.** If any litigation or arbitration is brought to enforce or interpret any of the terms of this Contract, or if suit or  
 176 action is instituted in a Bankruptcy Court for a United States District Court to seek relief from an automatic stay, to obtain adequate protection, or to  
 177 otherwise assert the interest of Seller in a bankruptcy proceeding, the party not prevailing shall pay the prevailing party's attorney fees, costs, and  
 178 disbursements upon hearing, trial, and any appeal therefrom.

179 **Section 18. SURVIVAL OF COVENANTS.** Any covenants, the full performance of which are not required before Closing or final payment of the  
 180 Principal Balance and delivery of the deed, shall survive and shall be fully enforceable thereafter in accordance with their terms.

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

188 **Section 20. BUYER WARRANTY AND REPRESENTATION.** Buyer warrants and represents to Seller this transaction is (*select one*):  For  
 189 business purposes only;  For personal, consumer, residential or household purposes. (*If left blank the purpose shall be deemed to be for*  
 190 *business purposes only.*) The preceding warranty and representation shall constitute a conclusive presumption for purposes of interpretation and  
 191 enforcement of this Contract.

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

194 **Section 22. ORS 93.040(1) DISCLAIMER.** BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
 195 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,  
 196 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
 197 OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF  
 198 APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
 199 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT  
 200 OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE  
 201 APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
 202 DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,  
 203 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,  
 204 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

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

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

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

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

**EXHIBIT A**  
(Attach Legal Description)

SAMPLE

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

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

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