

**RESIDENTIAL****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.

**BETWEEN:** \_\_\_\_\_ (“Seller”)

\_\_\_\_\_  
\_\_\_\_\_

**AND:** \_\_\_\_\_ (“Buyer”)

\_\_\_\_\_  
\_\_\_\_\_

Seller owns property generally described as (*insert street address, city, state, zip code*) \_\_\_\_\_

and legally described in Exhibit A, attached (the “Property”). Seller will sell the Property to Buyer, and Buyer will buy the Property from Seller for the price and subject to the terms and conditions of this Contract of Sale (this “Contract”).

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

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

**1.2. Remaining Balance; Amortization.** The “Remaining Balance” of \$\_\_\_\_\_ (*Purchase Price minus Down Payment*) will be paid in monthly installments of principal and interest, based on a: (*select one*)

(a)  30-year amortization;

(b)  25-year amortization;

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(c)  20-year amortization; or

(d)  Other (*specify*) \_\_\_\_\_.

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

**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 five percent (5.00%) of the unpaid Installment will be automatically assessed for any Installment not received by Seller, or Seller’s designee, by the fifteenth (15<sup>th</sup>) day of the month; the late charge will be promptly paid to Seller, or Seller’s designee, without further notice from Seller, or Seller’s designee, but in no event later than the first day of the following month. Acceptance of payment of a late charge will not constitute a waiver of any past, present or future Events of Default as described in Section 10 (Events of Default).

**1.5. Maturity Date.** All unpaid principal, accrued unpaid interest, and all other sums due under this Contract will be paid in full on or before (*insert date*) \_\_\_\_\_.

**1.6. Prepayment.** Buyer may prepay some or all of the Remaining Balance at any time without penalty. However, any such prepayments will 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 in this Contract will be paid to: (*select one*)

(a)  Seller at: (*insert address*) \_\_\_\_\_

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(b)  Collection Escrow: (*identify*) \_\_\_\_\_ at  
(*insert address*) \_\_\_\_\_

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

(c)  Other: (*identify*) \_\_\_\_\_ at (*insert address*) \_\_\_\_\_

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

**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 will be prorated between Seller and Buyer as of the Closing Date identified in the Sale Agreement. Buyer will pay when due all taxes and assessments levied against the Property after the Closing Date. Buyer may elect to pay assessments in accordance with any available installment method. Property tax payments will 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 will provide Seller with written evidence 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 will be calculated upon the prior fiscal year's taxes, with the parties reconciling and paying/reimbursing any shortfall or overage before 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 Seller's security interest in the Property is not jeopardized.

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**2.3. Tax Statements.** Whichever party receives the annual property tax statement as provided in the recorded OREF 037 – Seller-Carried Memorandum of Contract of Sale, a copy will 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.** Except for unpaid property taxes or assessments not yet due, Buyer will not allow 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 executes a bond or deposits cash pursuant to ORS 87.076, Buyer will have the right to contest the same without it constituting an Event of Default as more fully described in Section 10 (Events of Default).

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

**3. POSSESSION:** Buyer will be entitled to possession of the Property from and after the Closing Date and Possession as identified in the Sale Agreement.

### **4. MAINTENANCE; USE; ALTERATIONS:**

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

**4.2. Prohibited Activities.** Buyer will not use, or permit the use of, all or any of the Property for conduct or activity that constitutes a violation of 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 will not constitute a violation of this Contract, unless there is clear and convincing evidence such use, or intended use, would reduce the value of Seller's security interest in the Property.

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**4.3. Hazardous Substances.** Buyer will comply fully with all laws pertaining to the protection of human health and the environment, and will not store, handle, or dispose of any hazardous substances at the Property. Buyer will indemnify, defend, and hold harmless Seller from and against all claims, causes of action, losses, damages, costs, response costs, liabilities, and other expenses, caused by, arising out of, or in connection with the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about the Property by Buyer or any agents, representatives or contractors of Buyer of the following: Hazardous materials, hazardous substances, ultrahazardous materials, toxic wastes, toxic substances, pollutants, radioactive materials, petroleum products, underground tanks, oils, pollution, asbestos, PCBs, materials, or 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 protection of health or the environment.

### 5. INSURANCE:

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

**5.2. Application of Proceeds.** All proceeds of any insurance on the Property will be paid to and held by Seller. If Buyer elects to restore the Property, Buyer will, through an Oregon licensed and bonded contractor, repair or replace the damaged or destroyed improvements in a workmanlike



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manner that is reasonably satisfactory to Seller. Seller will timely release such funds to any contractor to whom payment is due upon satisfactory proof of completion of their labor and materials and the appropriate lien release. If there are any insurance funds remaining after completion of all necessary restoration consistent with this section, the balance will be applied to principal reduction of this Contract. If Buyer elects not to restore the Property, at the election of Seller, Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the balance, if any, to Buyer.

### 6. INDEMNIFICATION:

**6.1. By Buyer.** Buyer will indemnify and hold Seller harmless and, at Seller's election, defend Seller from and against any and all claims, losses, 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 Property after the Closing Date.

**6.2. By Seller.** Seller will indemnify and hold Buyer harmless and, at Buyer's election, defend Buyer from and against any and all claims, losses, 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 Property on or before the Closing Date.

### 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER:

**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 excepting those Exceptions Nos. (*specify*) \_\_\_\_\_, contained in the latest Preliminary Title Report issued by \_\_\_\_\_, dated \_\_\_\_\_, Order No. (*specify*) \_\_\_\_\_ ("Report").

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

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

**7.4. No Warranties; AS-IS.** Subject only to those representations made by Seller in the Seller’s Property Disclosure Statement, if applicable, the Sale Agreement with Buyer, and those warranties of title contained in the Deed, as defined in Section 9 (Deed; Deed Held in Escrow), Seller makes no other representations or 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 its AS-IS condition as of the Closing Date.

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

**8. TITLE INSURANCE:** Upon Closing, Seller, at Seller’s cost, will furnish Buyer with a purchaser’s policy of title insurance in the amount of the Purchase Price consistent with those exceptions disclosed in the Report identified in Section 7.1 (Covenants of Title).

**9. DEED; DEED HELD IN ESCROW:** Upon payment of the total Purchase Price for the Property and performance by Buyer of all other terms, conditions, and provisions of this Contract, Buyer will be entitled to receive from Seller a good and sufficient statutory warranty deed (the “Deed”) conveying marketable title to the Property, free and clear of all liens and encumbrances, excepting only those special exceptions identified in Section 7.1 (Covenants of Title). Buyer and Seller agree at or before Closing, the Deed will be executed in recordable form by Seller and delivered to the following neutral 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: *(insert name and address)* \_\_\_\_\_

The cost for holding the Deed will be paid by: *(select one)*  Seller;  Buyer; or  Seller and Buyer equally (“Seller and Buyer equally” if left blank).

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

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**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 from Seller issued after its due date.

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

**10.3. Bankruptcy; Insolvency.** The commencement by Buyer of a voluntary case under the federal bankruptcy laws or under other federal or 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 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, 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 Buyer's failure generally to pay debts as such debts become due.

**10.4. Prohibited Transfer.** Breach of Section 13 (Successor Interests), will constitute an immediate event of default under this Contract, and Seller may pursue all available remedies under Section 11, without first issuing a thirty (30) day notice to Buyer under Section 10.2.

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

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

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



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**11.3. Statutory Forfeiture.** After complying with the notice requirements and affording Buyer the right to cure the default as described in [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 the payments previously made under this Contract. Upon recordation of the affidavit required by Oregon law, this Contract will be extinguished and canceled, and Buyer will have no 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 Contract, just the same as though this Contract and such payments had never been made. In such event, Buyer will surrender the Property to 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 removed as such, without limiting Seller's right to pursue other rights and remedies contained in this Contract or as permitted by law.

**11.4. Other Remedies.** Seller may also exercise any and all other remedies available under Oregon law. Seller may specifically enforce the terms of this Contract by suit in equity.

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

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

**14. PRIOR AGREEMENTS.** Except as otherwise provided herein, this Contract is the entire, final, and complete agreement of the parties pertaining to the sale

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and purchase of the Property and supersedes and replaces all prior or existing written and oral agreements between the parties relating to the Property.

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

**16. APPLICABLE LAW:** This Contract has been entered into in the State of Oregon, and the parties agree the laws of Oregon will be applied in construing and enforcing it.

**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 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 otherwise assert the interest of Seller in a bankruptcy proceeding, the party not prevailing will pay the prevailing party's attorney fees, costs, and disbursements upon hearing, trial, and any appeal from that.

**18. SURVIVAL OF COVENANTS:** Any covenants, the full performance of which are not required before Closing or final payment of the principal balance and delivery of the Deed, will survive and will be fully enforceable thereafter in accordance with their terms.

**19. ACKNOWLEDGMENT:** Seller and Buyer hereby acknowledge:

(a) they were given an opportunity to either use this Contract 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, neither the real estate agents nor the forms provider, Oregon Real Estate Forms, LLC, are engaging in the practice of law;

(c) they have elected to use this form and have had a reasonable opportunity to have it reviewed by attorneys of their choice;

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- (d) their respective real estate agents have not rendered any advice or recommendations regarding the specific financial or credit terms of this transaction;
- (e) they are satisfied with, and understand, the terms contained this form;
- (f) they have been provided with a copy of this Contract for their own files; and
- (g) this Contract will not be construed more strictly against any one party.

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

**20. BUYER WARRANTY AND REPRESENTATION:** Buyer warrants and represents to Seller this transaction is: *(select one)*

- (a)  For business purposes only; or
- (b)  For personal, consumer, residential or household purposes.

(If left blank the purpose will be deemed to be “for business purposes only”.) The preceding warranty and representation will constitute a conclusive presumption for purposes of interpretation and enforcement of this Contract.

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

**22. ORS 93.040(1) DISCLAIMER:** BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE 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, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF

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APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN [ORS 30.930](#), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 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, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The parties have caused this Contract to be executed below, and it will become effective as of the date and time of the last 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.

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Buyer \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
Print Name \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
Print Name \_\_\_\_\_

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Seller \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
Print Name \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
Print Name \_\_\_\_\_



RESIDENTIAL

**EXHIBIT A**  
(Attach Legal Description)