## RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT Page 1 of 6 PROPERTY ADDRESS: 2075 Brown CITY, STATE Salem 1. AGENCY. Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is understood and agreed that this Agreement creates an agency relationship with BROKER and BROKER's FIRM only, not with any other brokers of BROKER's FIRM. Any broker other than BROKER who procures a prospective buyer for the Property will not be representing SELLER and may represent a buyer. 2. EXCLUSIVE RIGHT TO SELL. In consideration for the services to be rendered by the undersigned BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the exclusive right to sell the property located at the address set forth above and more particularly described on the attached and incorporated RMLS Listing Data Input Form and/or In-Progress Agent Full Report (the "Property"). This listing is: COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on first date for showing and Date marketing to begin on \_ more than 21 days from date of this Agreement). Property will be shown in RMLS as CSN status and is subject to certain marketing restrictions, as provided in the RMLS Rules and Regulations, including a prohibition against any showings and Internet advertising. A sign and flyer including the phrase "Coming Soon" may be placed on the Property. EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS. The Authorization to Exclude from MLS and Public Marketing Addendum must be completed and submitted to RMLS. For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. SELLER further allows BROKER's FIRM a reasonable time after termination or expiration of this Agreement to close any transaction on which earnest money has been paid, or a promissory note for earnest money has been tendered. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM. 3. LIST PRICE. List Price \$ \frac{\frac{95}{000}}{000}. 4. TERM. This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m. on Aug s \ 31, 2025. Such termination date shall not be more than 24 months from the effective date. 5. BROKERAGE FEE. SELLER shall pay a brokerage fee as set forth in Section 6 below in an amount . SELLER acknowledges this sum is owed and payable to BROKER's FIRM under Section

SELLER hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of BROKER's FIRM's fee and irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee

6 below. The brokerage fee is not set by law and is fully negotiable.

at closing out of such proceeds.

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## RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT Page 2 of 6 RMLS 08/2024 Brown Rd CITY, STATE PROPERTY ADDRESS: 6. RIGHT TO COMPENSATION. In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 5 above if BROKER's FIRM, any cooperating broker, including, but not limited to, a buyer's broker or SELLER: (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth in the attached RMLS Listing Data Input Form or such other price and terms as SELLER may accept; or (b) sells the Property to any buyer during the term of this Agreement or within (35) days after termination of this Agreement. IF SELLER ELECTS TO CANCEL THE AUTHORITY HEREBY GIVEN OR TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OF ITS TERM, SELLER WILL BE OBLIGATED TO PAY THE FULL COMPENSATION SET FORTH IN SECTION 5 ABOVE TO BROKER'S FIRM. Section 6 (b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties. 7. DISBURSEMENT. In the event of forfeiture of earnest money for any transaction relating to this Agreement, the earnest money shall be disbursed as follows: SELLER 160 % BROKER's FIRM % OR (check if applicable) [ ] to BROKER's FIRM to the extent of the brokerage fee, with balance to SELLER. SELLERS' Initials 8. INSUFFICIENT PROCEEDS. If the proceeds from the sale of the Property are insufficient to cover

61 costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its assignees, 62

to release its interest in the Property for less than the amount owed, does not automatically relieve SELLER 63 64

of the obligation to pay any debt or costs remaining at closing, including fees such as the BROKER's

65 FIRM's commission.

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9. SERVICES; AUTHORITY. BROKER's FIRM will market the Property, and in connection therewith, 66 SELLER hereby authorizes BROKER's FIRM to do the following: 67

(a) if authorized pursuant to Section 11 below, place a "for sale" sign on the Property and remove all other similar signs;

(b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at SELLER's expense;

(c) obtain and disclose any information pertaining to any present encumbrance on the Property;

(d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine coverage);

(e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour; (f) place information regarding this listing and the Property in the RMLS;

(g) disclose sale information including the selling price and any amount that the SELLER pays on behalf of the buyer for buyer's closing costs and prepaid items after closing of a sale of the Property; (h) accept deposits on SELLER's behalf; and

(i) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even after the term of this Agreement.

### RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT

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- 84 SELLER hereby authorizes RMLS to use, relicense, repurpose, display and otherwise deal with photos and
- data regarding the Property, without compensation to the SELLER. Such authority shall survive expiration 85
- or termination of this Agreement. Tenant occupancy if tenant(s) occupies property, and authority from 86
- the tenant(s) is required for BROKER's FIRM to do any of the items listed in Section 9, SELLER shall 87
- 88 obtain such authority from tenant(s).
- 89 10. LOCKBOX. SELLER idoes □does not (check one) authorize BROKER's FIRM to place a lockbox
- 90 on the Property.
- 91 11. SIGN. SELLER ⊈does □does not (check one) authorize BROKER's FIRM to place a sign on the
- 92 Property.

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- 94 Property on the Internet.
- 13. INDEMNITY. SELLER shall defend, indemnify, and hold harmless BROKER's FIRM, its licensees 95
- and any cooperating broker and its licensees from any liability, claims, damages, causes of action or suits 96
- arising out of, or relating to, any breach of the representations and warranties set forth herein or in any 97
- agreement for the sale of the Property, and from the failure to disclose any material information to 98
- 99 BROKER's FIRM relating to the Property.
- 100 14. ATTORNEYS' FEES. If BROKER's FIRM refers this Agreement to an attorney for collection of the
- compensation due hereunder, SELLER shall pay the costs and reasonable attorneys' fees of BROKER's 101
- FIRM or any cooperating broker regardless of whether mediation is conducted or arbitration or litigation 102 103
- is filed. If mediation is conducted or if arbitration or litigation is filed in connection with any dispute 104 relating to this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs in connection
- 105 with such mediation, arbitration or litigation, and in any appeal therefrom and enforcement thereof.
- 15. DISPUTE RESOLUTION. SELLER and BROKER's FIRM, including the licensees of each, if any, 106
- agree that all claims, controversies or disputes, including those for rescission (hereinafter collectively 107
- referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved in accordance 108 with the procedures set forth herein which shall expressly survive closing. Provided, however, the 109
- 110 following matters shall not constitute Claims:
  - (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract, or recorded construction lien;
- 113 (b) a forcible entry and detainer action;
- (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration 114
- provisions of the National Association of REALTORS®. 115
- The filing of a notice of pending action ("lis pendens") or the application to any court for the issuance of 116
- any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure 117
- shall not constitute a waiver of the right or duty to use the procedures specified below. 118
- 119 Notwithstanding the following provisions, SELLER, BROKER's FIRM and the licensees, if any, mutually
- agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there, 120
- in lieu of mediation, arbitration or litigation in any other court of law. No party shall have a right to request 121
- a jury trial and remove the matter from Small Claims Court, notwithstanding any right contained in Oregon 122 law, and a judgment in Small Claims Court shall be final and binding under all circumstances. 123

#### RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT Page 4 of 6 RMLS 08/2024 Brown PROPERTY ADDRESS: 2075 CITY, STATE Salem

- If SELLER was represented in this transaction by a licensee who was then a member of the National 124
- 125 Association of REALTORS®, all claims shall be submitted to mediation in accordance with the procedures
- of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® 126
- or other organization-adopted mediation program (collectively the "System"). Provided, however, if the 127
- System is not then available through the licensees' Association of REALTORS®, then the SELLER, 128
- BROKER's FIRM and/or licensees shall not be required to engage in mediation. 129
- All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding 130
- private arbitration in accordance with Oregon law. Filing for arbitration shall be treated the same as filing 131 132
- in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. 133
- SELLER, BROKER's FIRM and/or their licensees may use any professional arbitration company which 134
- provides such service to the county where the Property is located, as selected by the party first filing for arbitration. Provided, however, if no arbitration company has available services when the Claim arose, 135
- neither SELLER, BROKER's FIRM, nor their respective licensees, if any, shall be required to participate 136
- 137 in arbitration.
- BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES ARISING UNDER 138
- THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL 139
- ARBITRATORS AND YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A 140
- JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER 141
- 142 OREGON LAW.
- 16. COMPLIANCE WITH LAW. SELLER shall comply with all laws relating to the Property and the 143
- sale thereof, including without limitation, the obligation to offer the Property for sale to any person without 144 145 regard to race, color, religion, gender, disability, marital status, familial status, sexual orientation, gender
- 146 identity, legal source of income, domestic violence victim or national origin.
- 17. SELLER's PROPERTY DISCLOSURE STATEMENT. SELLER will complete the Seller's 147
- Property Disclosure Statement accurately based upon SELLER's personal knowledge and information as 148 required under ORS 105.464. BROKER's FIRM has not made any statement, representation, warranty, 149
- investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures. SELLER 150
- hereby authorizes BROKER to: 151
- 152 (a) deliver a copy of such Disclosure Statement to any prospective Buyer; and
- (b) rely solely upon SELLER's representations set forth in this Agreement and in the Disclosure 153
- 154 Statement without further inquiry or diligence on BROKER's part.
- 18. REQUIRED DETECTORS. 155 Oregon law requires SELLER to install an approved SMOKE
- DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located on the 156
- Property. SELLER will install approved smoke detector(s) and approved carbon monoxide detector(s) in 157
- 158 the building(s) located on the Property, as required by law.
- 19. SELLER'S REPRESENTATIONS AND WARRANTIES. SELLER hereby represents and warrants 159 160 to BROKER's FIRM:
- (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey 161 162 marketable title to the Property to a buyer;
- (b) the information on the attached Listing Data Input Form and/or In-Progress Agent Full Report 163 164 is correct and complete; and
- 165 (c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects 166 of the Property will be in substantially their present condition and free of material defects, except 167
  - as disclosed in the sale agreement or Seller's Property Disclosure Statement

| PROPERTY APPROPRIES   |
|---|
| PROPERTY ADDRESS: 2075 Bown Rd CITY, STATE Stan ONE 3001                                      |
| SELLER(S):  |
| SELLER (printed) Julie Shryock  |
| SELLER Signature Julii Sim  |
| Date of SELLER'S Signature 9/18/2024  |
| Address 2075 Brown Rd.  |
| Address Salem   |
| City_Salem  |
| State OYC   |
| Zip 97305   |
| Phone (w) 503-507-0903  |
| Phone (h)   |
| Email Juliej+7@ gmail.com   |
|   |
| SELLER (printed) Brenda Pierce  |
| SELLER Signature <u>Brenda Pierce</u>   |
| Date of SELLER'S Signature 8 (18 64   |
| Address 4415 Coots Ave NE   |
| Address   |
| City Salem Oregon   |
| State One opp   |
| Zip 97305   |
| Phone (w) 503-370-9031  |
| Phone (h)   |
| Email bree 11/100 aol.com   |
|   |
| If legal representative or attorney-in-fact state capacity and name of real party in interest |
| Name Shryock  |
|   |
| Capacity Trustee  |
| On Behalf of Richard Produm RIT   |
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## RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT

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PROPERTY ADDRESS: 2075 Brown Rd CITY, STATE 50) en Origon 20. FIRPTA. In general, the sale or other disposition of a U.S. real property interest by a foreign person 168 is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980 169 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, foreign 170 partnership, foreign trust and foreign estate. If FIRPTA applies, the buyer or other qualified substitute may 171 be legally required to withhold this tax at closing. In order to avoid closing delays, SELLER is requested 172 to initial one of the two statements: 173 BROKER's FIRM that SELLER is **not** a foreign person under FIRPTA. 174 175 176 SELLER <u>is</u> a foreign person under FIRPTA. 21. ADDITIONAL PROVISIONS. 177 178 179 180 181 182 22. MODIFICATION. No provision of this Agreement, including, without limitation, the amount of the 183 brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by 184 BROKER's FIRM. 185 BROKER (printed) MARY A SProw BROKER Signature Date of BROKER's Signature U Phone 503 - 507 - 5336 BROKER's License # BROKER's FIRM (printed) Address BROKERAGE License # 3.0 111 Sellers' Initials © RMLS 2024. ALL RIGHTS RESERVED.



Multiple Listing Service

#### (\*) Indicates Required Field

## LISTING AGREEMENT- RESIDENTIAL MLS #:

| *Property Type:  | (Choose One)                              | Residence       |               | Condo                        | Ma                                 | nufac   |                | *Status:                               | ACT (D                               | ublic) T DDE    | (Members Only)         |
|--|---|-----------------|---------------|------------------------------|------------------------------------|---|----------------|--|--------------------------------------|-----------------|------------------------|
| *Listing Type: (Che  | pose Onei                                 |                 |               | a Distriction of             |                                    | ridiac  |                |  |                                      |                 |                        |
| ■ Exclusive Right to Sell ■ Exclusive Agency   |   |                 |               |                              | Auction:  ■ No ■ Yes               |   |                |  | *Expected Active Date: (Req. if PRE) |                 |                        |
|  |   | _               | treet Name    | e                            |                                    |   |                |  |                                      |                 |                        |
| *Address: 2075 Brown   |   |                 |               | 7                            | Post Direction                     |   |                |  | *Price: \$ \$95,000                  |                 |                        |
| *City: Salem   |   |                 |               | *Zip C                       | <b>ode:</b> 97                     | 305   |                |  | Cross Street: Shipps place           |                 |                        |
| *Area: 10 (Ref   | er to Boundary Map if L                   | Jnsure)         |               | *County:marion               |                                    |   |                |  |                                      |                 |                        |
| Schools - Element  |   |                 |               | Middle                       |                                    | 011   |                |  | IDX Include: Yes No                  |                 |                        |
| *Lot:12  | Block:                                    |                 |               | 1100000                      | X                                  |   |                |  | High:                                |                 |                        |
|  |   |                 |               | Subdivision: Farrell Meadows |                                    |   |                | *Acres: 71                             |                                      | Acres Irri      |                        |
| Approx Lot Dimensions 102x305  |   |                 |               | Approx Lot Sq Ft: 31056      |                                    |   |                |  |                                      | Zoning: R       | :S                     |
|  | *Tax Account #: 339730 Tax Amount: \$ 5 4 |                 |               |                              |                                    |   | ears: 🥎        | 1023                                   |                                      | nergy Score:    |                        |
| HOA Fees: \$   | (If any, please                           | e mark frequenc | ( <b>y</b> →) | HOA F                        | requer                             | су:   | ☐ Month        | ly Quarterly                           | / <b>C</b> Ar                        | nually Se       | mi Annually            |
| Possession: neg  |   |                 |               | Escrov                       | At: Fa                             | tco   |                | Assessments or Special Liens:   Yes No |                                      |                 |                        |
| Water Rights: Y  | es 🛮 No 🔳 Unknown                         | Source:         |               | Soil Ty                      | 10.10                              | 100   |                |  |                                      |                 |                        |
| *# of Bedrooms:  |   |                 |               |                              |                                    |   |                | Deferral:  Farm Forest Senior          |                                      |                 |                        |
| # of Baths Lower Le  |   | # of Bath       | e on Lo       | *# of F                      | ull Bat                            |   |                | ecimals)                               |                                      | # of Half Baths |                        |
|  |   | # OI Dati       | is on Le      | vei i/iviai                  | n                                  | #0  | f Baths or     | n Level 2/Upper                        | 1                                    | # of Baths Not  | in Main Structure      |
| *TOTAL SQ FT 13  | 332 (Approxim                             | nate)           |               |                              | * (                                | Courc   | o of Sa        | Et Doto: Elo                           |                                      | 1_ F9           |                        |
| *Year Built: 1964  |   |                 | ack if N      | low Con                      | otruotic                           | nour C  | (Never occu    | ri Data: - Col                         |                                      |                 | roker Owner            |
|  | k all that anniv                          | D150            | ton.          | la cass                      | Structio                           | // I  | (Never occu    | upled)                                 |                                      | Exterior Color: | :                      |
| *Garage Type: (che   | k all that apply) 🔀 1 Sto                 | Detached        | Com-          | 2 Story                      | 3/tr                               | ı-ieve  | I Spli         | t Entry I Tow                          | nhome                                | Other (Re       | fer to Rmks)           |
|  |   |                 | -             |                              |                                    |   |                |  |                                      | f of Vehicles)  |                        |
| MH Type:   | ne (MH) Exempted (D                       |                 |               | Yes □N                       | 0                                  | (Req  | . if type is M | anufacture) *MH N                      | loved 1                              | Twice? Tyes     | ☐ No ☐ Unknown         |
| MH Make/Model:   | le Wide Double                            | Wide            | Triple V      | Vide                         |                                    |   |                | MH                                     | Size:                                |                 |                        |
| WITT WAKE/WOUEL  | Approx Room Dime                          |                 |               |                              |                                    |   |                | MH Serial Nu                           | mber:                                |                 |                        |
| Room   | (feet.inches X feet.inch                  | ensions<br>nes) |               | r (Check                     | _                                  |   |                | Building Desc                          | ription                              | Used For        | Size                   |
| Living Room  | X Lower                                   |                 |               |                              |                                    | /Upper  | 1              |  |                                      |                 |                        |
| Dining Room  | X   |                 |               | -                            | V                                  | -   |                |  |                                      |                 |                        |
| Family Room  | X   |                 |               |                              | ╅                                  | _   |                | 2                                      |                                      |                 |                        |
| Kitchen  | X   |                 |               |                              | ΗĦ                                 | _   |                |  |                                      |                 |                        |
| Utility Room   | X   |                 |               |                              |                                    |   |                | 3                                      |                                      |                 |                        |
| Primary Bedroom Bedroom 2  | X   |                 |               |                              | V                                  |   |                | 4                                      |                                      |                 |                        |
| Bedroom 3  | X   |                 |               |                              | V                                  |   |                | 4                                      |                                      |                 |                        |
| Bedroom 4  | X   |                 |               |                              |                                    | +   |                | Land Descripti                         | on                                   | Used For        | Size                   |
| Additional Room  | X   |                 |               | 3                            | V                                  | _   |                | 1                                      |                                      |                 |                        |
| Garage   | 28 x                                      | 28              |               |                              | V                                  |   |                | 3                                      |                                      |                 |                        |
| *Listing Broker Na   | me Mary Sproul                            |                 |               |                              |                                    | *   | List Date      |  | -                                    | *Franceston     | D (                    |
| *Listing Office Nar  | me/Code                                   |                 |               |                              |                                    |   |                | ameRichard d F                         | Purdum I                             | *Expiration     | Date                   |
| Listing Broker Phon  | ne 5035075336                             |                 |               |                              |                                    |   | wner Ph        |  | uragiii                              |                 |                        |
|  | Team Name                                 |                 |               |                              | C                                  | Owner US Citizen? (FIRPTA)                                  |                |  |                                      |                 |                        |
| Co-List Broker Name  |   |                 |               |                              | Occupant Name Julie Occupant Phone |   |                |  |                                      |                 |                        |
| Co-List Broker Office Name/Code  |   |                 |               |                              | T                                  | Tenant Occupied? ☐ Yes ☐ No Tenant Type? ■ Lease ☐ Periodic |                |  |                                      |                 |                        |
| For Sale Sign Yes No   |   |                 |               |                              | Т                                  | Tenancy Begin Date: Tenancy End Date:                       |                |  |                                      |                 |                        |
| *WVMLS Lockbox Yes No *Location  * Seller affirms that (i) no offer of Buyer Brokerage Fee to a buyer by a request from a buyer broker to pay Buyer Brokerage Fee, and (iii) the |   |                 |               |                              | Auction Tyes T No.                 |   |                |  |                                      |                 |                        |
| *☑ Seller affirms  | s that (i) no offer o                     | f Buyer Br      | okerag        | je Fee t                     | o a bu                             | yer t   | roker is       | required. (ii)                         | Seller                               | is not require  | d to accede to         |
|  | and the purpose                           | y Duvel Di      | UNGIAL        | /C / CC                      | <i>-</i> 11111 1111                | i) the  | amoun          | t of Buyer Bro                         | keraa                                | e Fee (if anv   | is negotiable          |
|  | - al al ball of a                         | Real Esta       | te Sale       | Agree!                       | ment.                              |   |                |  |                                      | i oo (ii ariy)  | .c nogotiable          |
| Negotiable Inclusion   |   |                 |               |                              |                                    |   |                |  |                                      |                 |                        |
| Directions to Proper   | ty  |                 |               |                              |                                    |   |                |  |                                      |                 |                        |
| Exclusions   |   |                 |               |                              |                                    |   |                |  |                                      |                 |                        |
|  |   |                 |               |                              |                                    |   |                |  |                                      |                 |                        |
| Own and Asset  | - 10                                      | PR              |               |                              |                                    |   |                | 1 1                                    | -                                    |                 |                        |
|  | ized Signer(s) Initials:                  | A)              | 1 (           |                              |                                    | 4   | Date:          | 8/18/24                                | Li                                   | sting Agreeme   | ent, Page 1 of 4       |
| Listing Broker   |   | 0               |               |                              |                                    |   | Date:          |  |                                      |                 |                        |
| Principal Broke  | r Initials:                               |                 |               |                              |                                    |   | Date:          |  |                                      | WVMLS Inc. 2007 | Pay 8/2024             |
|  |   |                 |               |                              |                                    |   |                |  |                                      |                 | NEW O/ZUZ4 OPPORTURITY |



(\*) Indicates Required Field

## LISTING AGREEMENT- RESIDENTIAL

| Public Remarks Private Remarks        |   |  | ML  | _S #   |
|---------------------------------------|---|--|---|--|
|                                       |   |  |   |  |
| rivate Remarks                        |   |  |   |  |
|                                       |   |  |   |  |
|                                       |   |  |   |  |
|                                       |   |  |   |  |
|                                       |   |  |   |  |
| EATURES (S)                           |   |  |   |  |
| EATURES (Check all that ) 55+ HOUSING | (*) Indicates Require                         |  |   |  |
| No<br>Yes                             | L) FOUNDATION 1 Continuous                    | U) LANDSCAPE   | ZD) SEPTIC                                    | ZL) TERMS SELLER WIL   |
|                                       | 2 Pier  | 1 No<br>2 Yes  | 1 Standard                                    | CONSIDER   |
| BASEMENT Daylight                     | 3 ☐Slab                                       | V) LOT TYPE  | 2 Other (Refer to Remarks) ZE) SEWER - CITY   | 1 Cash<br>2 Conventional   |
| Finished                              | M) GREEN HOME 1 No                            | 1 Common Area  | No<br>2 Yes                                   | 2 Conventional<br>3 FHA  |
| Full                                  | 2 Yes (Refer to Remarks)                      | 2 Cul-de-sac<br>3 Dimension Above  | 2 Yes   | 4 Federal Land Bank  |
| Partial                               | N) HANDICAP AMENITIES                         | 3 Dimension Above<br>4 Irregular   | *ZF) SHOWING INSTRUCTIONS                     | 5 Federal VA   |
| Unfinished                            | 1   | 5 Zero Lot Line  | 1 24-hour Notice                              | 6 First Trust Deed   |
| BONUS ROOMS Breakfast Room/Nook       | 2 Yes (Refer to Remarks)                      | W) OTHER STATUS  | 2 Appointment Necessary                       | 7 Land Sales Contract<br>8 ODVA  |
| Den Den                               | O) HEATING-COOLING  1 Baseboard               | 1 Agric Party Approval Rod.  | 3 Beware of Pets                              | 9 Rehab Loan   |
| Loft                                  | 2 Central Air Conditioning                    | 2 Foreclosure<br>3 Relocation  | 4 D Call Listing Broker                       | 10 Trade   |
| Mudroom<br>Office                     | 3 Ductless/Mini-Split                         | 4 REO/Bank Owned   | 5 Call Listing Office                         | 11 USDA  |
| Rec Room                              | 4 Electric 5 Eloor Furnace                    | 5 LIShort Sale   | 6 Courtesy Call/Show                          | 12 Other (Refer to Priva<br>Remarks)   |
| Walk-in Pantry                        | 5 Floor Furnace 5 Forced Air                  | 6 Other (Refer to Private  | 7 DO NOT SHOW                                 | ZM) TIMBER   |
| Workshop                              | 6 Gas   | Remarks) X) OUTBUILDINGS   | 8  Key at Listing Office                      | 1 Cruise Report Availa   |
| Other (Refer to Remarks)              | 7 Heat Pump                                   | 1 Barn   | 9 🔲 Keybox                                    | 2 No   |
| Area (Combination)                    | 8 Hot Water<br>9 None                         | 2 Separate Shop  | 10 Refer to Private Remarks                   | 3 Yes (Refer to Remar  |
| Formal                                | 9 None<br>10 Oil                              | 3 Shed   | 11 Text Listing Broker                        | SPRINKLERS   |
| ISHWASHER                             | 11 Propane                                    | 4 Other (Refer to Remarks) Y) PATIO  | 12 To Be Built                                | 1 DNo  |
| No                                    | 12 Radiant Ceiling                            | 1 Covered Deck   | 13 Under Construction                         | 2 Yes  |
| Yes<br>ISPOSAL                        | 13 Radiant Floor                              | 2 Covered Patio  | 14 🔲 Vacant                                   | 3 Refer to Remarks ZO) VIEW  |
| No                                    | 14 Solar<br>15 Stove                          | 3 Deck   | ZG) SIDING                                    | 1 Golf Course  |
| Yes                                   | 16 Wall Furnace                               | 4 ☐ Patio Z) RANGE FACILITY  | 1 Aluminum                                    | 2 Mountain   |
| DUAL LIVING                           | 17 Window Unit (AC)                           | 1 Built-in   | 2 Asbestos                                    | 3 Territorial  |
| ADU-Detached ADU-Integrated           | 18 Wood<br>19 Zonal                           | 2 Convection   | 3 Block                                       | 4 ☐Water Frontage ZP) WATER  |
| Hardship                              | 20 Other (Refer to Remarks)                   | 3 Downdraft  | 4 Brick<br>5 Cedar                            | 1 City   |
| No                                    | P) HIGH SPEED                                 | 4 Electric<br>5 Gas  | 6 Composite                                   | 2 Connected  |
| Possible                              | COMMUNICATIONS ACCESS                         | 5 Gas 6 Microwave Included   | 7 Fiber Cement                                | 3 Not Available  |
| Other (Refer to Remarks) ENCED YARD   | 1 Available                                   | 7 None   | 8 Redwood                                     | 4 Possible 5 Private/Community/  |
| Partial                               | 2 Present<br>3 Unknown                        | 8 Propane  | 9 Rock<br>10 Shake                            | 5 Private/Community/<br>District   |
| Yes                                   | Q) HOME WARRANTY                              | 9 Range Included   | 11 Shingle                                    | 6 Shared Well  |
| REPLACE                               | 1 Negotiable                                  | ZA) ROOF<br>1 Asbestos   | 11 Shingle<br>12 Stucco                       | 7 Spring   |
| Family Room                           | 2 No  | 2 Built-up   | 13 Vinvl                                      | 8 Well   |
| Living Room Other Room                | 3 Yes   | 3 Composition  | 14 Wood                                       | ZQ) WATER HEATER  1 Electric   |
| Electric                              | R) HOMEOWNERS ASSN  1 Association with No Fee | 4 Metal or Aluminum  | 15 Other (Refer to Remarks)  ZH) SIDING STYLE | 2 Gas  |
| Gas                                   | 2 Association with Fee                        | 5 Shake<br>6 Shingle   | 1 Board & Batt                                | 3 Propane  |
| Pellet                                | 3 No Association                              | 7 Tar  | 2 Lap   | 4 Solar  |
| Propane<br>Stove                      | S) HOMEOWNERS ASSN                            | 8 Tile   | 3 T111  | ZR WOOD BURNING STO  |
| Wood                                  | AMENITIES 1 Equestrian                        | 9 Other (Refer to Remarks)   | ZI) SMART HOME FEATURES                       | 1 Certification Unknown<br>2 Certified   |
| OOD PLAIN                             | 2 Exercise Equipment                          | ZB) RV AMENITIES  1 Area/Room for RV   | 1 No<br>2 Yes (Refer to Remarks)              | 3 Uncertified  |
| No                                    | 3 Golf  | 2 Pad  | ZJ) SUITABLE FOR                              | Maria de la companiona dela companiona della companiona della companiona della companiona d |
| Unknown<br>Yes                        | 4 Swimming Pool                               | 2 Pad<br>3 RV Disposal<br>4 RV Garage  | 1 Agribusiness                                |  |
| OORING                                | 5 Tennis Court<br>6 Other (Refer to Remarks)  | 4 RV Garage  | 2 Pasture/Ranch                               |  |
| Carpet<br>Laminate                    | T) INSPECTION REPORT                          | ZC) SECURITY SYSTEM  | 3 Timberland<br>4 Other (Refer to Remarks)    |  |
| Laminate                              | AVAILABLE                                     | 1 Leased<br>2 Owned  | ZK) SWIMMING POOL                             |  |
| Luxury Vinyl Plank                    | 1 No  | 3   No   | Above-ground Pool                             |  |
| Stone/Marble<br>Tile                  | 2 Yes   | Security Sec | 2 In-ground Pool                              |  |
| Vinvl                                 |   |  | 3 Hot Tub<br>4 Spa                            |  |
| Wood                                  |   |  | 4 Spa   |  |
| Other (Refer to Remarks)              | 2562  |  |   |  |
|                                       | $\sim$  |  |   |  |
| wner/Authorized Signer(s)             | ) Initials:                                   | Date:  | Listing Agree                                 | ement, Page 2 of 4   |
| sting Broker Initials:                |   | Date:  |   |  |
| rincipal Broker Initials:             |   | Date:  | © WVMLS Inc. 20                               | <b>₽</b>   |



# LISTING AGREEMENT- RESIDENTIAL (AUTHORIZATION & DISCLOSURES)

Address 2075 Brown rd Ne, Salem Oregon 97305

MLS#

Owner/Authorized Signer ("Seller") has granted Listing Broker/Firm the Exclusive Right to Sell or exchange the Subject Property described on pages 1 and 2 of this listing agreement. Listing Firm is a member of the Willamette Valley Multiple Listing Service ("WVMLS") and must submit this listing to WVMLS within two business days. As a condition of WVMLS permitting entry of this listing into the WVMLS system, Seller acknowledges and assents to all the following:

- Members of WVMLS may act as Buyer's agents in procuring or attempting to procure a Buyer for the Subject Property.
- Seller understands that Listing Firm and all members of WVMLS will rely on the accuracy of the listing data in this document. Seller warrants that the listing data provided by Seller is accurate. Seller agrees to defend Listing Firm and its representatives and employees, and all members of WVMLS and WVMLS itself and to pay all costs of defense and to pay any judgment entered against any of them and to hold all of them completely harmless if any information in the listing agreement provided by Seller is inaccurate or incomplete or if Seller has not completely and accurately disclosed all known defects in the property.
- All listing data, including any images, submitted to WVMLS becomes the property of WVMLS and shall be retained and made available to
  all its participants (real estate brokers, appraisers, and affiliated professionals). WVMLS will electronically transmit information about the
  Subject Property to Internet web sites to aid in marketing the property for sale. WVMLS will include the address of the Seller's property in
  transmissions of data to web sites unless otherwise instructed by Listing Firm.
- Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not
  set by law. Seller understands that WVMLS does not require Seller to offer compensation to a firm representing the buyer ("Buyer
  Brokerage") ("Buyer Brokerage Fee). Seller further acknowledges there is no fixed or recommended rate, fee, or commission paid to
- Seller acknowledges that WVMLS will release data about the Subject Property to other members of WVMLS and to the public, unless the
  listing status is marked PRE, in which case it will be seen by WVMLS members only. Seller understands that PRE status may negatively
  affect the outcome of the listing based on limiting its exposure to the public.
- Under no circumstances will WVMLS permit listing data about the Subject Property to be deleted from WVMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
- Seller understands that WVMLS assumes no responsibility or liability to Seller for errors or omissions in the WVMLS systems or Internet websites.
- Listing Firm's use of WVMLS's systems is subject to the duties imposed on Listing Firm by the rules and regulations of WVMLS. Listing
  Firm is required to promptly provide information to WVMLS about any change in listing data and/or status of the Seller's listing. If the
  Seller's property is sold, the Listing Firm must report to WVMLS the price and terms of the sale. None of this information, including any
  post-closing sales data and concession information, if any, is confidential, and Seller approves its dissemination. Neither the Seller nor
  any prospective Buyer of the property can alter the Listing Firm's responsibility to report all such data to WVMLS.
- Listing Firm and WVMLS comply at all times with Federal, State, and local fair housing laws, and Seller hereby consents to the revision
  of information about the Subject Property in the WVMLS system to the extent necessary in WVMLS's judgment to comply with these and
  all other laws.
- Although WVMLS provides a lockbox service, Seller acknowledges that electronic lockboxes are not security devices but instead are aids
  to access properties for marketing purposes. Seller acknowledges that Listing Firm has informed Seller of the risks associated with

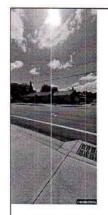
Seller and Listing Firm acknowledge that only pages 1 - 3 of WVMLS's standard listing agreement is required for submission to WVMLS. Seller and Listing Firm are free to use Exclusive Right to Sell contract provided by WVMLS (page 4 of this listing agreement) or to enter in any agreement negotiated between them, provided an executed copy of any contract between them is retained by the Listing Firm for the period set out in the WVMLS rules and applicable law and is made available to WVMLS upon request.

| Seller's Agreement to L      | ist - The undersigned | Seller hereby agrees to | all terms and conditions as set forth in this | Listing Agreement. |
|------------------------------|-----------------------|-------------------------|---|--------------------|
| Owner/Authorized Signer      | my                    | 8/18/24<br>Date         | Dunda Pierce Owner/Authorized Signer          | 8/18/24<br>Date    |
| isting Broker                | Date                  |                         | Listing Broker Firm Name & Address            |                    |
| rincipal Broker Initials/Dat | te/                   |                         |   |                    |



#### DISCLOSED LIMITED AGENCY AGREEMENT FOR SELLERS

| 1                                      | Real Estate Firm (identify)Mary A Sproul RE  |
|--|--|
| 2                                      | The Parties to this Disclosed Limited Agency Agreement are:  |
| 3                                      | Seller's Agent (print name) Mary Sproul  |
| 4                                      | Seller's Agent's Principal Broker (print name)   |
| 5                                      | Seller (print name) Richard Purdum RLT Seller (print name)   |
| 6<br>7<br>8<br>9<br>10                 | The Parties to this Agreement understand Oregon law allows a single real estate agent to act as a disclosed limited agent to represent both the seller and the buyer in the same real estate transaction, or multiple buyers who want to purchase the same property. It is also understood that when different agents associated with the same principal broker (the broker who directly supervises the other agents) establish agency relationships with the buyer and seller in a real estate transaction, the agents' principal broker will be the only broker acting as a disclosed limited agent representing both seller and buyer. The other agents will continue to represent only the party with whom they have an established agency relationship unless all Parties agree otherwise in writing. |
| 12<br>13                               | In consideration of the above understanding and the mutual promises and benefits exchanged here and in the Listing Agreement, the Parties now agree as follows:  |
| 14<br>15<br>16<br>17<br>18<br>19<br>20 | <ol> <li>Seller(s) acknowledge they have received the Oregon Real Estate Agency's Initial Agency Disclosure Pamphlet required by <u>ORS 696.820</u> and have read and discussed with the Seller's Agent the part of the pamphlet entitled "Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction." The Initial Agency Disclosure Pamphlet is hereby incorporated into this Disclosed Limited Agency Agreement by reference.</li> <li>Seller(s) Initials</li> <li>Seller(s), having discussed with the Seller's Agent the duties and responsibilities of an agent who represents more than one party to a transaction, consent and agree as follows:</li> </ol>  |
| 21<br>22                               | (a) The Seller's Agent, in addition to representing Seller (select one), 🗵 may 🗌 may not represent one or more buyers in a transaction involving the listed property;  |
| 23<br>24<br>25<br>26<br>27             | (b) In a transaction involving the listed property where the buyer is represented by an agent who works in the same Real Estate Firm as the Seller's Agent and who is supervised by the Seller's Agent's Principal Broker, the Seller's Agent's Principal Broker may represent both Seller and buyer. In such a situation, the Seller's Agent will continue to represent only the Seller, and the other agent will represent only the buyer, consistent with the applicable duties and responsibilities as set out in the Initial Agency Disclosure Pamphlet; and  (c) In all other cases, the Seller's Agent and the Seller's Agent's Principal Broker will represent Seller exclusively.   |
| 28<br>29                               | Seller Julie Shyock Date 8/18/24 □ a.m. \ p.m. ← Seller Duenda Derce Print Branda Pierre Date 8/18/24 □ a.m. □ p.m. ←  |
| 30<br>31                               | Seller's Agent Print Date □ a.m. □ p.m. ←  (On their own and on the Principal Broker's behalf)   |



MLS #: 820548 2075 Brown Rd NE Price \$895,000 Status: ACTIVE Approx Total SqFt 1332 Zoning City Salem Year Built 1964 RS Elem State OR Scott Beds 3 Middle Waldo Zip 97305 Total Baths 2 Marion County High McKay Full Baths 1 55+ HOUSING Lot No 12 Half Baths 1 Deferral Block None Garage Capacity 2 Subdivision Farrell Meadows \$5,457 Taxes Garage Type Att **XStreet** Tax # 339730 Shipps Place Acres 0.710 Tax Years 2023 Class RE Dirs Corner of Brown rd and Shipps place Assessment No Type Residence SUITABLE FOR Other (Refer to 30 Area Remarks) Auction No

Click for Map/Assoc

IDX Include: Y Approx Total SqFt: 1332

LR Dim

DR Dim

Kit Dim

FR Dim

Util Dim

BR1 Dim

BR2 Dim

BR3 Dim

BR4 Dim

28x28

HOMEOWNERS ASSN No Association

Manufactured Home Data:

AddRmDm

1

1

1

1

1

m

2

MH Size

МН Туре

MHDetitled

MH Make

MH Model

MH Serial#

102x305

HOA?

HOA Fee

HOAFeeFreq

13x19

10x10

10x12

13x12

10x11

Moved 2x?

9x10

Public Visibility: MLS Public Listing

**Home Interior:** Basement:

SqFt Data Source: County

LR Level

DR Level

Kit Level

FR Level

Util Level

**BR1** Level

BR2 Level

**BR3** Level

**BR4** Level

AddRmLv

#Baths LL

#Baths 1L

#Baths 2L

Size:

109x36

28x38

36x28

15x28

Acres Irrigated:

Appr Lot Dims:

#Baths NMS 1

Garage Dims:

Bonus Rms:

Dining:

Area (Combination) Yes

Dishwasher: Disposal

Dual Living:

Living Room, Gas Fireplace: Flooring: Carpet, Vinyl

Handicap Amnties:

Heating/Cooling: Gas, Forced Air

Range Facility: Security System: Smart Hm Feat: No

Water Heater: Wood Brn Stv: View:

Structure(s):

City Sewer?

Brick, Vinyl

Energy Score: Exterior Color: white Foundation: Continuous Green Home: No HiSpd Comms Present Home Style: 1 Story Home Warranty: No

New Constr? Patio: **Covered Patio** Roof: Composition

Septic: Siding:

Siding Type:

Water:

Well

Outbuildings: Separate Shop **Building Description:** 

6 units with 12x12 rollup door 3 units shop

covered rv spac Lot/Land:

Acres: 0.710 Approx Lot SqFt: 31,056

Fenced Yard: **Partial** Flood Plain No

Inspec Rpt Avail? No Landscape:

Lot Type: **Dimension Above** 

RV Amenities: Pad, Area/Room For, RV Disposal

Soil Type: Swimming Pool: Timber: UG Sprinklers:

Water Rights? Water Rights Source:

Land Description:

Used For:

Used For:

storage

RV

storage rentals

Size:

5932 sq ft of storage space with 3 bedroom house, Projected gross rents of \$93,612 per year. Property could be developed into residential lots. Building 1 has 6 units with loft areas and 12 x 12 roll up doors. building two has 3 units, one unit with walk-in freezer and carport with car lift. Used as Dicks Safety Service business by owner Building 3 is a 3 car garage with gas heat and a 1/2 bathroom. RV carport is 15x 28 Property has a RV dump. Property is hooked up to city sewer.

Private Remarks / Confidential Data:

No showings without offer with proof of funds.

No

WVMLSLockbox

Location

SHOWING INSTRUCTIONS Refer to Pvt Rmks

Listing Broker / Company

MARY SPROUL - Cell: 503-507-5336

900700107

marysproul@comcast.net MARY A SPROUL REAL ESTATE

900700107

Co-List:

Negotiable Inclusions

Exclusions

Seller Terms Cash **Expected Active Date** 

Agency Type **Exclusive Right to Sell** 

Escrow At First American Possess

Price Per SQFT \$671.92 Orig Price \$895,000 Lst Date

8/19/2024 DOM 0

Tenant Occupied?

CDOM n

Owner/Occupant:

Owner Richard Purdem RLT Owner Phn

Owner US Citizen (FIRPTA) Yes

Occ Name Julie

Occ Phone SaleSign Yes

**Sold Information:** Sold for:

Contract Date Closing Date How Sold Closing Notes **Buver Name** Sell Brk - Agt Name Sell Ofc - Ofc Name SelfTeam - Team Name

This information is deemed reliable, but not guaranteed. ----Copyright: 2024 by Willamette Valley MLS

08/19/2024 01:12 PM