

1 REAL ESTATE AGENCY  
2 BEFORE THE REAL ESTATE COMMISSIONER  
3

4 In the Matter of the Real Estate Broker's  
5 License of  
6  
7 SARAH IVERSON  
8

}  
} STIPULATED FINAL ORDER  
}

9  
10 The Real Estate Agency (OREA) and Sarah Iverson (Iverson) do hereby agree and  
11 stipulate to the following:

12 FINDINGS OF FACT

13 1.

14 1.1 At all times mentioned herein, Iverson was licensed as a real estate broker with  
15 John L Scott - Medford.

16 1.2 On August 9, 2011, OREA received a complaint from Robin Herd (Herd) against  
17 Scott Ralston (Ralston) at Cascade Sotheby's International Realty.

18 1.3 Iverson had a listing agreement, signed on March 5, 2011, with Robin and Steve  
19 Herd to sell their property at 2637 Samoan Way, Medford, Oregon.

20 1.4 On June 4, 2011, Ralston wrote an offer for Richard and Marlene Nuckols  
21 (Nuckols') on the subject property with earnest money set as a promissory note for \$1,000 due  
22 and payable five business days after mutual acceptance of the Agreement. The promissory  
23 note did not contain any payee.

24 1.5 On June 8, 2011, the Herds rejected the Nuckols' offer and made a counter offer,  
25 which included the following modification: "earnest money to be increased to \$2,000 and  
26 promissory note to be redeemed within 3 business days of mutual acceptance."

27 1.6 Due to the fact that the Nuckols were unable to obtain financing, the Nuckols  
28 were unable to purchase the Herds' property.

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1 CONCLUSIONS OF LAW

2 2.

3 2.1 Iverson failed to ensure that the promissory note signed by Mr. and Mrs. Herd on  
4 June 6, 2011, contained the name of a payee.

5 **Violation:** OAR 863-015-0135(7) (4/15/11 Edition), which requires that, when  
6 preparing a promissory note for use as earnest money, a licensee must make the note payable  
7 upon the seller's acceptance of the offer or payable within a stated time after the seller's  
8 acceptance. Absent a written agreement to the contrary, the note must be made payable to the  
9 seller.

10 2.2 Iverson did not inquire as to whether the promissory note had been redeemed  
11 until June 20, 2011, seven days after the note was due to have been satisfied, failing to protect  
12 the Herd's best interests.

13 **Violation:** OAR 696.805(3)(a) (2009 Edition), which states that a seller's agent owes  
14 the seller involved in a real estate transaction reasonable care and diligence.

15 2.4 Iverson did not notify the Herds until July 6, 2011, that the promissory note had  
16 not been redeemed, which denied them the opportunity to potentially cancel the transaction  
17 and place their property back on the market.

18 **Violation:** ORS 696.805(2)(c) (2009 Edition), which requires that a seller's agent to  
19 disclose material facts known by the licensee and not apparent or readily ascertainable to a  
20 party.

21 3.

22 3.1 OREA reserves the right to investigate and pursue additional complaints that  
23 may be received in the future regarding this licensee.

24 3.2 ORS 696.301 states that violations, such as those defined above, are grounds  
25 for discipline.

26 STIPULATION & WAIVER

27 I have read and reviewed the above findings of fact and conclusions of law which have  
28 been submitted to me by OREA and further, the order which follows hereafter. I understand  
29 that the findings of fact, conclusions of law and this stipulation and waiver embody the full and  
30 complete agreement and stipulation between OREA and me. I further understand that if I do

1 not agree with this stipulation I have the right to request a hearing on this matter and to be  
2 represented by legal counsel at such a hearing. Hearings are conducted in accordance with  
3 the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and  
4 Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily  
5 waive my rights to a hearing, to representation by legal counsel at such a hearing, and to  
6 judicial review of this matter.

7 I hereby agree and stipulate to the above findings of fact and conclusions of law and  
8 understand that the order which follows hereafter may be completed and signed by the Real  
9 Estate Commissioner or may be rejected by the Real Estate Commissioner, in which case an  
10 amended notice of intent may be issued in this matter. I understand that, in accordance with  
11 the provisions of ORS 696.445(3), notice of this order shall be published in the Oregon Real  
12 Estate News Journal.

13 ORDER

14 IT IS HEREBY ORDERED that Iverson be, and hereby is, reprimanded.

15  
16 IT IS SO STIPULATED:

17  
18   
19 \_\_\_\_\_

20 SARAH IVERSON

21  
22 Date May 14, 2012  
23

IT IS SO ORDERED:

17  
18   
19 \_\_\_\_\_

20 GENE BENTLEY

21 Real Estate Commissioner

22 Date 5-29-12  
23

24 DATE of service: 5-30-12  
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