

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
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4 In the Matter of the Real Estate License of

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6 TERRY G. BOOKE

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STIPULATED FINAL ORDER

10 The Oregon Real Estate Agency (Agency) and Terry G. Booke (Booke) do hereby
11 agree and stipulate to the following:

12 FINDINGS OF FACT

13 &

14 CONCLUSIONS OF LAW

15 1.

16 1.1 Booke was licensed as a principal broker with Oregon First from April 3, 2015 to
17 June 28, 2019. From June 4, 2009 to April 2, 2015, Booke held a broker license and was
18 associated with Oregon First.

19 1.2 Booke signed a written agreement with principal broker Mickey Lindsay
20 (managing principal broker of Oregon First) agreeing that Booke was responsible for and
21 would supervise Nick Bodeman (Bodeman). This agreement was signed on August 20, 2014,
22 when Booke held a broker license. Booke supervised Bodeman between August 20, 2014 and
23 April 3, 2015.

24 **(1) Violation:** By signing a written agreement to exercise supervision over the real estate
25 activity of Bodeman while Booke was a real estate broker, Booke violated ORS 696.301(3) as
26 it incorporates ORS 696.022(2)(a) (2013 and 2015 Editions) which states a real estate broker
27 may engage in professional real estate activity only if the broker is associated with and
28 supervised by a principal real estate broker. Except as provided in paragraph (c) of this
29 subsection, a real estate broker may not employ, engage or supervise the professional real
30 estate activity of another real estate licensee.

1 1.3 In January 2016, Roger Slade (Slade) and his ex-wife Peggy Hanson (Hanson)
2 hired Bodeman to represent them in the sale of Slade's home at 7316 SW 33rd Ave in Portland
3 Oregon (subject property).

4 1.4 Throughout the Slade transaction, Booke was Bodeman's supervising principal
5 broker.

6 1.5 Slade and Hanson had signed an agreement in which Hanson agreed to
7 represent Slade in the sale of the subject property (Slade had given Hanson General Durable
8 Power of Attorney so she could act on his behalf) and Slade agreed to transfer all proceeds
9 from the sale to Hanson.

10 1.6 According to Bodeman, Hanson and Slade's son had been renting and living in
11 the subject property. Slade had fallen into financial trouble during this time so Hanson was
12 paying for any repairs to the home while their son lived there. After their son moved out,
13 Hanson began paying the mortgage and didn't want to spend any more money on the house.
14 Bodeman said Hanson wanted to get at least \$165,000 out of the home sale.

15 1.7 When looking at the possible options for the property, dividing the lot was
16 discussed with Slade. A large cedar tree would need to be removed for the lot to be divided.
17 Neither Slade nor Hanson were advised by Bodeman or Booke (who was supervising
18 Bodeman) that they may wish to check with the city regarding removal of the tree to see if it
19 was a viable option. Bodeman said he did not suggest this to sellers because they urgently
20 wanted to sell. Booke advised Bodeman that the City of Portland would not allow removal of
21 the tree and if by some chance they did, it would take years to get approval, which was
22 communicated to Slade by Bodeman.

23 **(2) Violation:** By failing to tell the sellers himself or failing to recommend that Bodeman tell
24 the sellers to contact the City of Portland regarding the tree removal, and instead leading the
25 sellers to believe the city would not approve the removal of the tree or that the approval would
26 not be done quickly, Booke violated ORS 696.301(3) as it incorporates ORS 696.805(3)(e)
27 (2015 Edition) which states that a seller's agent owes the seller in a real estate transaction the
28 following affirmative duties: (e) to advise the seller to seek expert advice on matters related to
29 the transaction that are beyond the agent's expertise.

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1 1.8 Regarding the condition of the subject property, Booke stated the subject
2 property needed extensive work and repairs.

3 1.9 The subject property was not listed on the multiple listing service (MLS). During
4 the Agency's investigation, Bodeman was asked if he had encouraged Slade and Hanson to
5 list the property, he said he did not. Bodeman stated his instructions from Hanson were to sell
6 the property quickly without spending any more money on it (including mortgage payments).

7 1.10 During the investigation, Booke said he told Hanson they could list the property
8 on the MLS but even an as-is buyer could walk away after 30 days.

9 1.11 Booke did not thoroughly discuss the following with the sellers: a) options for
10 listing the subject property on the multiple listing service (the pros and cons); and (b) potential
11 listing prices for the subject property. Additionally, Booke failed to ensure that Bodeman
12 thoroughly discussed the possibility of listing of the subject property and potential listing prices
13 with the sellers.

14 **(3) Violation:** In failing to fully discuss all possible options regarding listing the subject
15 property on MLS and possible listing price with the sellers or ensure that Bodeman thoroughly
16 discussed these with the sellers, Booke violated ORS 696.301(3) as it incorporates ORS
17 696.805(3)(a) (2015 Edition) which states a seller's agent owes the seller involved in a real
18 estate transaction the following affirmative duties: (a) to exercise reasonable care and
19 diligence.

20 1.12 Bodeman said he had been contacted by Ronald Layton (Layton) around
21 January 2016 out of the blue and Layton was looking for a property to flip. Bodeman
22 contacted Layton to see if he was still looking for a property and if he was interested in the
23 subject property.

24 1.13 On February 4, 2016, Layton signed a promissory note to pay \$5,000 in earnest
25 money and an addendum in which he agreed to purchase the property "as-is" with no repairs
26 and without removal of the heating oil tank.

27 1.14 On February 6, 2016, Slade signed and/or initialed a 10 page residential real
28 estate agreement to sell the subject property for \$185,000.00 to Layton, who was a cash
29 buyer.

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1 freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a
2 hearing, and to judicial review of this matter.

3 I hereby agree and stipulate to the above findings of fact and conclusions of law and
4 understand that the order which follows hereafter may be completed and signed by the Real
5 Estate Commissioner or may be rejected by the Real Estate Commissioner. I understand that,
6 in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in
7 the Oregon Real Estate News Journal.

8 ORDER

9 IT IS HEREBY ORDERED the principal broker license of Booke be, and hereby is
10 reprimanded.

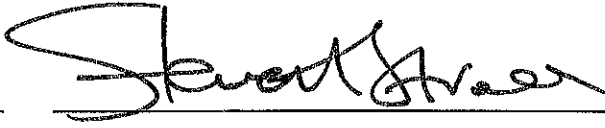
11 IT IS FURTHER ORDERED that Booke complete the 27-hour Principal Broker
12 Advanced Practices course, (detailed in OAR 863-022-0021) within six months from the
13 effective date of this order. Booke must submit a certificate to the Agency showing completion
14 of the 27- hour Principal Broker Advanced Practices Course. This certificate must be
15 submitted to the Agency no later than 10 days after the education has been completed.

17 IT IS SO STIPULATED:

IT IS SO ORDERED:

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21 TERRY G. BOOKE



22 STEVEN STRODE

Real Estate Commissioner

23 Date 08-20-2019

Date 8/29/19

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25 Date of Service: 8/29/2019

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