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Vol. // 1/2 Page 15225

AGREEMENT FOR DEED AND PURCHASE OF REAL ESTATE

THIS AGREEMENT, made and executed in duplicate this 20 day of September, 1976, between KLAMATH RIVER ACRES OF OREGON, LTD., hereinafter designated as "Seller" and Charles 6-raid and Mangaret E Scarlett hereinafter designated as "Buyer";

WITNESSETH:

That the seller, in consideration of the covenants and agreements hereinafter contained, to be the first performed as a condition precedent by Buyer, agrees to sell and convey unto said Buyer, and said Buyer agrees to buy that certain real property in the County of Klamath, State of Oregon, described as follows, to-wit:

Lot(s) 3 Block 29 5 HAJJ, From KLAMATH RIVER ACRES as recorded in the office of the County Clerk of Klamath County, Oregon.

Subject to pro rata of taxes and/or assessments for the fiscal year 1976 - 1970, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of S/X

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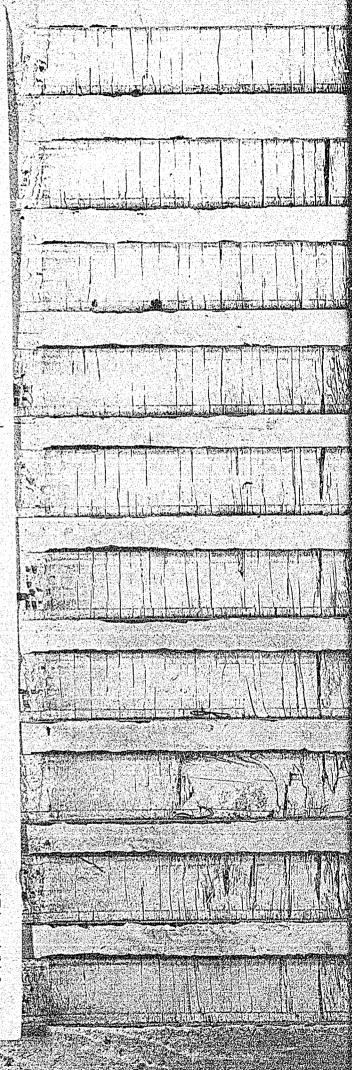
Buyer also agrees to pay \$ ______ over and above the above referred to purchase price, said sum being used for purchasing a title insurance policy and for the establishment of an escrow.

IT IS FURTHER AGREED that time is of the essence of this contract and full performance by Buyer of all his obligations hereunder is and shall be a condition precedent to his right to conveyance hereunder. Except as herein elsewhere provided, Buyer agrees to pay a \$1.00 charge for payments more than 15 days late with an additional \$1.00 late charge for each 15 day period thereafter, or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when after, or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when after, or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when after one due and payable and/or (3) foreclosing the whole unpaid principal balance of said purchase price with horeunder either by (1) declaring this contract null and void (2) declaring the whole unpaid principal balance of said purchase price with horeunder either by (1) declaring this contract null and void (3) foreclosing this contract by suit in equity. In any of the above three cases, all payments made prior to such default by the Buyer to Seller shall be retained by the Seller as agreed upon as reasonable rental and all payments made prior to such default by the Buyer to Seller shall be retained by the possession of the property without being as liquidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being as liquidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being as liquidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being as liquidated damages; and the Seller shall have the right to immediate reentry and take possession of the property without being as liquidated damages; and the Seller shall have the right to enforce it

The Buyer agrees that he will, at all times during the tem of this agreement or any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are incurred or caused by the Seller and not assumed by the Buyer hereunder. Nothing contained herein shall be construed to be a guarantee, warranty, or representation as to the present or future Buyer hereunder. Nothing contained herein shall be construed to be a guarantee, warranty, or representation as to the present or future existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or au-existence or non-existence or

The Seller ages, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof and the surrender of this agreement, to execute and deliver to Buyer, a warranty deed sufficient to convey title to said realty free and clear of all encumbrances made, done or suffered by Seller except as set forth above, and except easements or restrictions of record or apparent on the face of the land.

No waiver of the breach of any of the covenants, agreements, restrictions and/or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiscence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this agreement.



Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrances without first obtaining the written consent of the Buyer. Seller further warrants and agrees that Seller will not place any additional offsite improvements on the property or perform any work on the property which might result in the creation of a Mechanic's Lien on the property without first obtaining the written consent of Buyer and without filing a surety bond with the appropriate governmental office for the performance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undetake such additional improvements or work, Seller agrees to furnish to the contractor making such improvements or performing such work, a copy of the final subdivision public report issued by the State of Oregon pertaining to the property.

Upon the payment of the sum of \$1,000.00 by Buyer, Seller agrees with Buyer that Buyer shall have his lot released from any blanket encumbrances owed by Seller.

"You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report less than 48 hours prior to signing the contract or agreement you (Buyer) have the right to evoke the contract or agreement by notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas.", and Columbus Day.

IN WITNESS WHEREOF, Buyer and Seller have executed this instrument in duplicate.

SUBSCRIBED AND SWORN to before me this 20 day of September

Jucille Corbin

Notery Public for Oregon

My Commission Expires: May 31 5 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss. Klamath River Acres Filed for record at request of ____ A. D. 1976_ at3:1b'clock P.M., an

this 28 day of Sept

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duly recorded in Vol. ____, of _____ DEED ____ on Page 15225 Wm D. MILNE, County Cle-

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