| MT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCOT- GEANDARD FORM – AGREEMENT FOR SALE OF PRO-  | Masrag32151822   |
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| MT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCORE OF PROSTRICT OF STANDARD FORM – AGREEMENT FOR SALE OF PROSTRICT OF Real Estate dated the ASSOCIATION, a   | PERTY OR II 19 82  |
| A CONTRACTOR SIGNATURE   | marional formation and a second secon     |
| THIS AGREEMENT for Sale of Real Estate dated the ASSOCIATION, a by and between THE BANK OF CALIFORNIA, NATIONAL BY and between THE BANK OF CALIFORNIA, NATIONAL Trustee, hereinafter called Seller, whose address is Trust Department, 845 South Fornia 90017 and CATHERINE A. BURRELL H. 968  | igueroa Street, Los Angolos,   |
| by and between THE BANK OF whose address is Trust Deput A SINGLE   | 1/ Phone — 186-574   |
| CATHERING SMITH  | THE BANK OF  |
| Trustee, hereinafter called Sener.  Trustee, hereinafter called Sener.  ATHERINE A. BURRELLI 968  fornia 90017 and CATHERINE A. BURRELLI 968  whose address is DISBURSING OFFICE CAMP SMITH; HI 968  whose address is DISBURSING OFFICE CAMP SMITH; HI 968  whose address is DISBURSING OFFICE CAMP SMITH; HI 968  CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance of CALIFORNIA, and the compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as creditor, in compliance of CALIFORNIA, as Trustee and as C | ance with federal laws.  |
| The disclosures are recorded to the total control of the disclosures are the control of the disclosures are the control of the disclosures are the disclosures are the control of the disclosures are the disclosures are the control of the disclosures are the disclosur | eller, real property locate  |
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| in Mt. Scott Meadows, Recorder of said   | the made subject to an contact   |
| State of Oregon, as per map recorded in the office of the County Recorded State of Oregon, as per map recorded in the office of the control of way of mineral and hydrocarbon substances beneath the surface thereof. Said conveyance mineral and hydrocarbon substances beneath the surface thereof. Said conveyance the surface thereof. Said conveyance mineral and hydrocarbon substances beneath the surface thereof. Said conveyance thereof of way of mineral and restrictions resorted in the Official Records of Klamath County, all of which are in the office of the County and restrictions recorded in the Official Records of Klamath County, all of which are in the office of the County and restrictions recorded in the Official Records of Klamath County, all of which are in the office of the County and restrictions.   | record or appearing Declaration of Re-<br>th in that certain Declaration of Re-  |
| minoral restrictions, restrictions, conditions, and of which are in  | corporated herein by letter  |
| map of said tract and specifical Records of Klamath Country, map of said tract and specifical Records of Klamath Country, and the official Records of Country, and  | 31 6 6 00 traces to  |
| striction effect as though said  | so a gainte _ it <b>0.0</b> (1) in the contract of |
| Less: Cash Down Tay.   | 900.   |
| Trade-In Total Down Payment  | 5.700.   |
| Unpaid Balance of Cash Price   | appearance and a second  |
| Other Charges:   | 5700.00  |
| Security of the second security of the second secon | 4114.80  |
| Amount Financed (INTEREST)   | 10714.80   |
| Total of Payment   | 7 % WE MODollars   |
| Deferred Payment Payme | callments of 1444 4 day  |
| 2. The unpaid balance shall be paid in 20 equal monthly list of more including interest at percent per annum on the unpaid balance of 19 the first installment of said unpaid principal on the same day of each month thereafter a like installment shall be paid un on the same day of each month thereafter a like installment on the month interest have been paid in full. Interest to begin to accrue on the month interest have been paid in full. Interest to begin to accrue on the month interest have been paid in full. Interest to begin to accrue on the month interest have been paid in full. Interest to begin to accrue on the month interest that the paid under the month is account.   | balance and interest shall be paid, and  |
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| on the same day of each month thereafter a like instantial on the same day of each month thereafter a like instantial on the month of the same day of each month therest to begin to accrue on the difference of the interest have been paid in full. Interest to begin to accrue on the month any part of the unpaid balance may be prepaid without penalty on the month any part of the unpaid balance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith is required to complete payment in accordance with the terms herewith its payment in accordance with the terms herewith its payment in accordance with the term | t of a late payment. this contract as was hereinbefore provided  |
| he subject to any default, the pay in advance the in heard inpon the   | e provisions   |
| and a correction of the correc | ned above, the becomes amixed as F   |
| 2 Celler Will Iciam a payor crights net candon in the  | amont or at any additionante   |
| this contract of sale, subject only to Buyer's rights hereunder. After day this contract of sale, subject only to Buyer side security interest.  this contract of sale, subject to said security interest.  of said real property, will be subject to said security interest.  4. Any notice to Buyer may be given to Buyer at the address state sequently delivered to Seller in writing. Notice to seller shall be given only sequently delivered to Seller in writing. Notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time made. Any and all notices or demands provided of are from time to time and time time to time time time time time time time time   | ed in this Agreement which Buyer's payments  |
| Any notice to buyor witing Notice to seller same provided o  | r permitted  |
| sequency time to time made. Any and certified mail, postage P-1  | Seller if you did not receive  |
| and shall be served either Personant of Paragraph 5 hereor.  | Office of Interstate Land Sales Regularization   |
| You (Buyer) have the the Rules and he of or  | at the time the contract of and I have   |
| a Property Report prepared pursuant to the U.S. Department of Housing and Urban Development, in advance 48 hou U.S. Department of Housing and Urban Development, in advance 48 hou u.S. Department of Housing and Urban Development, in advance 48 hou u.S. Department of Housing and Urban Property Report less than 48 hou agreement. If you (Buyer) received the Property Report less than 48 hou u.S. Development, in advance 48 hou u | to the Seller until midnight by the Seller until midnight by the Seller until midnight by Sunday, or the Labor Day,  |
| U.S. Department of Housing and Urball agreement. If you (Buyer) received the Property Report less than you (Buyer) have the right to revoke the contract or agreement by notice you (Buyer) have the right to revoke the contract or agreement by notice you (Buyer) have the right to revoke the contract or agreement by notice you (Buyer) have the right to revoke the transaction. A business day following business holidays: New Years Day, Washington's Birthday, Mo following business holidays: New Years Day, Thanksgiving, and Christmas.  Veterans Day, Columbus Ladges that he has received, read and unders   | emorial Day, Independence Day,   |
| you (Buyer) have the right to revoke the transaction. A Dushington's Birthday, Moness day following the consummation of the transaction's Birthday, Moness day following business holidays: New Years Day, Washington's Birthday, Moness Day, Columbus Day, Thanksgiving, and Christmas.  Veterans Day, Columbus Day, Thanksgiving, and Christmas.  6. Buyer acknowledges that he has received, read and understood a copy of the following:   | tood and signed a copy of this Agreement   |
| Veterans Day, Columbus Day, That he has received, Teau Veterans Day, Columbus Day, That he has received, Teau  |  |
| Veterans Day, Columbus, Day, 6. Buyer acknowledges that he has received, read and understood a copy of the following: also received, read and understood a copy of the following:  | Oregon Real Estate Commission<br>Subdivision Public Report and Permit  |
| CHECK The State of California, Department of Item 2  | Subdivision  |
| State of California, Department  Subdivision Public Report and Permit  Subdivision Public Report and Permit  U.S. Housing and Urban Devel  State Property Report Notice as   | opment<br>ad Disclaimer  |
| N State Hopers,  | WITH THE   |
| THE FOLLOWING STATEMENT IS INCOME.  DISCLOSURE REQUIREMENTS OF THE FEDER.  Buyer acknowledges that he has received and read a compared to the control of the | AL TRUTH IN LENDING AND Rights whereby   |
| DISCLOSURE RELATION to has received and read a visible   | but any penalty or obligation days from the  |
| Report acknowledge to the common the common that and   | less than the state of Cambridge COOTT   |
| Buyer under the date of execution as required to the Buyers herein | oust be made in writing of or before the   |
| date of execution of this date. Nothcatton of California Department of Real Estate. Nothcatton California Department of Real Estate. Nothcatton California Department of Real Estate. Nothcatton of California Department of Real Estate.  | and on the reverse side hereof and Buyer   |
| managed the terms are all of t | herein by reference  |
| date of execution of this Agreement by the date of execution of the Agreement by the date of execution of Real Estate. Notification of such rescision California Department of Real Estate. Notification of Such Leandro, California Department of Reseission Rights.  date indicated on said Notice of Reseission Rights.  date of execution of this Agreement by the call of such research to the control of the control of the call of the  | a me is palled and the day and year first above  |
| date indicated on said Notice of Rescaled and Indicated and Seller agree that all such terms and provisions are incorporated agreement.  NOTICE: See other side for important information.  NOTICE: See WHEREOF, the parties hereto have executive the second of the second  | ted this Agreement   |
| IN WITNESS WHEREOF, the parties of the BA  | NK OF CALIFORNIA, NAL ASSOCIATION, al banking association, as Trustee  |
| written.  Buyer NATION a nation  | VAL ASSOCIATION, as Trustee all banking association, as Trustee  |
| Little a Barrell Buyer By: -   | Dolored Milicerial  UP 2000 Sell   |
| Buyer By:  | UP XTOU Sell   |
| Buyer Til  | de   |
| BANK OF CALIFO   | RNIA   |
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8. Real property taxes for the current fiscal year levied against the lot described herein shall be prorated to the date of this Agreement. Buyer shall promptly pay all such taxes due after the date hereof, and shall be responsible for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all remedies available to it upon default of any of Buyer's obligations.

9. Upon the payment in full by Buyer of all sums due becaused and the available of the current fixed property taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all remedies available to it upon default of any of Buyer's obligations.

9. Upon the payment in full by Buyer of all sums due hereunder and the surrender to Seller of this Agreement for cancellation, Seller shall execute a Trustee's Grant Deed in favor of Buyer conveying said property to Buyer, free and clear of all liens and encumbrances, but subject to all easements, conditions, covenants, restrictions and rights of way now of record, along with all other matters specified in this Agreement and to all matters done, made, caused or created by Buyer affecting title thereto. At Buyer's election and at Buyer's expense, Seller shall furnish to Buyer a policy of title insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances, except those hereinbefore specified and those done, made, caused or created by Buyer.

Buyer further understands that the property being purchased herein by Buyer does not include the purchase

Buyer further understands that the property being purchased herein by Buyer does not include the purchase of any oil, gas and other mineral and hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereunder and the contract has not been terminated, neither Seller nor any person claiming from Seller shall have the right to enter upon the surface of the property sold by Seller to Buyer for the removal of, or exploration for, the aforementioned natural resources below the surface of said land. Upon the payment in full and performance by the Buyer entitling the Buyer to a deed as provided for herein, there shall further appear upon the face of said deed this waiver of surface entry.

10. Buyer shall keep, preserve and maintain said property in good order and condition; Buyer shall not commit or permit waste of said property; and Buyer shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, right and rights of way relating to or affecting said property.

11. Seller shall have the right at all reasonable times to inspect said property, and Buyer shall allow Seller to inspect the same upper Seller's required.

to inspect the same upon Seller's request.

12. Buyer shall not declare nor attempt to declare a homestead upon nor select said property as a homestead nor attempt to record any declaration of homestead upon said property during the term of this Agreement.

13. All improvements made to or placed on said property by Buyer shall be and become a part of said property. Buyer agrees that until payment in full has been made or until Buyer has received written consent from Seller, Buyer will not commit waste or encumber said realty and during the period of this Agreement will keep said realty free of all liens and encumbrances done, made, caused, or created by him of any kind and nature. Buyer agrees to pay and discharge any lien or encumbrance is placed thereon.

14. No representations, agreements or warranties, whether express or implied, not herein expressly set forth, have been made by Seller to or with Buyer. Buyer acknowledges that no persons have had nor now have any authority to make any representations, agreements or warranties, whether express or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties were made or given and are not herein expressly set forth, each, every and all thereof are of no force or effect. This Agreement is the only agreement between Seller and Buyer, and all prior or contemporaneous negotiations are merged herein and supersede hereby.

15. Until all sums due under this Agreement have been paid in full, Buyer shall not sell, assign or transfer this Agreement or any right, title, or interest herein without first obtaining the written consent of Seller, and any attempt so to do shall be of no force or effect.

this Agreement of any fight, the or in the state of no force or effect.

so to do shall be of no force or effect.

16. Any payments made by Buyer to Seller may be applied by Seller in payment of or on account of any life. Any payments made by Buyer to Seller, and the application of such payments by Seller shall be conclusive upon Buyer. obligation or liability of Buyer to Seller, and the application of such payments by Seller shall be conclusive upon Buyer. Time is of the essence of this Agreement, and full performance by the Buyer of all his obligations here.

17. Time is of the essence of this Agreement, and full performance by the Buyer of all his obligations here. 17. Time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of any said installments of principal and interest when the same become due, or (b) in the repayment after demand of any amounts herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, and any such default is not cured within forty-five (45) days after written notice by Seller, then this Agreement on the part of the parties shall be deemed automatically cancelled and terminated, at Seller's option; and in the event of such cancellation, the amounts paid herein may be retained by Seller as liquidated damages, the parties agreeing that it would be impractical and extremely difficult to fix damages.

As an alternative remedy to Seller when default by Buyer in respect of any indebtedness secured hereby or

agreeing that it would be impractical and extremely difficult to fix damages.

As an alternative remedy to Seller, upon default by Buyer in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall be immediately due and payable at the option of Seller. In the event of default, Seller may execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligations hereof and shall cause such notice to be recorded in the office of the County Recorder of the County of Klamath, Oregon. Notice of sale having been given as then required by law and not less than a time then required by law having clapsed after recordation of such notice of default. Seller may sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Seller may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Seller or Buyer may purchase at such sale. After deconclusive proof of the sale, Seller shall apply proceeds of the sale to payment of the following items in the following order:

(1) All sums expended by Seller under the terms hereof, not then repaid with accrued interest at 10% per annum; (2) all other sums then secured hereby; (3) and the remainder, if any, to the person or persons legally entitled thereto.

18. Buyer and Seller agree that in the event Seller cancels Buyer's rights hereunder, Buyer will, at the option and upon the demand of Seller, execute in favor of and deliver to Seller, a good and sufficient Quitclaim Deed to the said realty; and this acceptance by Seller shall operate as a full release of all Buyer's right of rescission and Seller further agree that in the event Buyer rescinds this agreement through the Buyer's right of rescission, Buyer will, at the all sums heretofore paid back to Buyer within ten (10) days of the receipt of said notice of rescission, Buyer will, at the option and upon the demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quitclaim Deed to said realty; and this acceptance by the Seller shall operate as a full release of all Buyer's obligations hereunder.

19. Buyer and Seller agree that this agreement will become binding upon the Buyer and Seller two (2) days after the deposit in the U.S. mail of notice of acceptance addressed to the Buyer in accordance with the provisions of paragraph 4 hereof, with postage prepaid.

20. Each of the signed copies hereof shall be deemed a duplicate original, and this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. 21. This Agreement is made by Seller as Trustee under Declaration of Trust, and Buyer's recourse shall be solely to the trust estate and not to Seller in any other capacity.

Buyer has read and understands all of the items and provisions stated in this Agreement for Sale of Property,

and all such terms and provisions hereof are fully a part of this contract.

NOTICE: See other side for important information.

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|-----|------------------------------|
|     | Buyer's Initials             |
|     | Seller's Initials            |

BALLY OF CALLFORNIA

401.00

| COUNTY OF Los Angeles SS.   | TITLE INSURANCE AND TRUST  |
|---|--|
| On November 77  | ATICOR COMPANY   |
| State, personally appeared Dolores Milicevich known to me to be the known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who exists in Instrument, | e, the undersigned, a Notary Public in and for said  |
| known to me to be the persons who executed the within Instrument, Instrument on behalf of the corporation therein named, and within instrument pursuant to its by-laws or a resolution of                           |  |
| WITNESS my hand and official seal.  | OFFICIAL SEAL B SHELTON NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires MAY 17, 1985  |
| Signature AD IT R Challe  | The state of the s |
| Signature Shelton   |  |

| STATE OF OREGON;      | COUNTY OF KLAMATH; ss. |                       |
|-----------------------|------------------------|-----------------------|
| Filed for record .    |                        |                       |
| this 30 day of        | Nov A.D. 1982 at       | o'clock P. M. and     |
| duly recorded in Vol. |                        | on Page <u>16</u> 182 |
| Fee \$12.00           | By Some                | BIEHN Goyniy Clerk    |