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You Subject Shollowing the consummary years Day, Washington zuries         You Subject Shollowing business holdsys: New Years Day, Washington zuries         6. Buyer acknowledges that he has received, read and understood and signed a copy of this Agreement of Real Estate         Base received, read and understood a copy of the following:         also received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received, read and understood a copy of the following:         Base received and read a copy of the following:         Base received received and read a copy of the Notice and Disclaimer         Base received and read a copy of the Notice of Rescission Rights where a chanowledges that he has received and read a copy of the Notice of Rescission Rights and a copy of the Notice of Rescission Rights and the of execution of this Agreement by the Bayers herein as required by the Laws of the State of California and California Department of Real Estate, Notification of such rescission must be made in writing by notifying MT. SCO and base received herein and provisions stated on the reverse side hereof and read and understands all of the terms and provisions stated on the reverse side hereof and read and and security of Rescission Rights and the sterm and provisions are incorporated herein by reference and are f	0.3. Der	TE won (Buver) received	I - contract or agreement	that day is any caron 1	mandence Day, Labor -
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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.

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when due, shall constitute a breach of this contract, and Selfer may, at its option, excreme an constitute a breach of this Agree-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 Agree-ment 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 buyer affecting title thereto. At Buyer's election and at Buyer's expense, seller shall furnish to Buyer a

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 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 entiting the Buyer to a deed as provided for herein, there shall further appear upon the face of said deed this waiver of surface entry.

or said deed this waiver or surface entry. 10. Buyer shall keep, preserve and maintain said property in good order and condition; Buyer shall not com-mit or permit waste of said property; and Buyer shall comply with all laws, ordinances, regulations, covenants, condi-tions, 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 her output the sentence.

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,

days after such 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 superseded 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 therein without first obtaining the written consent of Seller, and any attempt so to do shall be of no force or effect.

attempt so to do shall be of no force or effect.

attempt 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 obligation or liability of Buyer to Seller, and the application of such payments by Seller shall be conclusive upon Buyer. 17. Time is of the essence of this Agreement, and full performance by the Buyer of all his obligations here-under is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the neuron of each solid installments of mineral and interest when the same become due, or (b) in the repayment after under 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 Agree-ment 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 de 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 upon default by Buyer in payment of any indebtedness secured hereby or

event of such cancenation, the amounts paid herein may be retained by Sener as inquidated damages, the parties 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 sold the herein described property to satisfy the obligations hereof and shall cause such notice to be recorded in the sold the herein described property 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 elapsed 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 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 or facts shall be conclusive proof of the truthfulness thereof. Any person, including Seller or Buyer may purchase at such sale. After deducting all costs, fees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in connection with the sale, Seller shall apply the proceeds of the sale to payment of the following items in the follow-ing order: (1) All sums expended by Seller under the terms hereof, n

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 obligations hereunder. Buyer and Seller further agree that in the event Buyer rescinds this agreement through the Buyer's right of rescission and Seller tenders 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 Quit-claim Deed to said realty; and this acceptance by the Seller shall operate as a full release of all Buyer's obligations hereinder. 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

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NOTICE: See other side for important information.

**Buyer's** Initials

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STATE OF OREGON; COUNT	Y OF KLAMATH: ss
Filed for record	
this <u>30</u> day of <u>Nov</u>	A. D. 19 <u>82</u> ato'clock P M., gre
duly recorded in VolM	182, cf <u>Deeds</u> on face <u>16194</u>
Fee \$12.00	() EVELYN BIEHN County Clerk
	By Horse Mechine