	1766	9 MT. SCOTT MEA	DOWS, ALSO I M – AGREEME	KNOWN AS MT. ENT FOR SALE	SCOTT MASS OF PROPERTY	P99016236_
	by and between Trustee, hereinaf	GREEMENT for Sale of R THE BANK OF CALIFO ter called Seller, whose ad	eal Estate dated RNIA, NATION dress is Trust I	I the	ON, a national l South Figueroa St	reet, Los Angeles, Cali-
	fornia 90017 and whose address is			Home !	M. C. M. C. Phone	/ 11-5-
	The disc CALIFORNIA, N 1. Seller	Buyer.  closures contained in the formational ASSOCIATION agrees to sell to Buyer, th, State of Oregon, descriptions.	N, as Trustee ar and Buyer agre bed as follows:	nd as creditor, in es to purchase f Lot(s), Block(s) _	compliance with f	ederal laws. property located in the
	mineral and hydr tions, covenants, map of said tract strictions recorder	as per map recorded in the ocarbon substances beneat restrictions, reservations, e and specifically the coven d in the Official Records of though said Declaration CASH PRICE	office of the Co h the surface the asements, rights ants, conditions Klamath Count were fully set for	ounty Recorder of nereof. Said conve- s and rights of wa and restrictions so y, all of which a orth herein.	said County, exceed and expense shall be made of record or appeted forth in that cer	de subject to all condi- pearing in the recorded tain Declaration of Re-
	step len fledt far	Less: Cash Down Payme Trade-In Total Down Payme	son di viv <del>az vi</del>	600,00	Maties instruction	l like da kudili da. Like da ki
_			Basilla sa <del>ani in</del>		\$ 600.0 \$ 6,400.0	Por Kalendari (* 1865)
2.	newed wells lines femilianel e so si	Other Charges:	<del>- (mak</del> an of kum 19 a inga st <del>anà</del>	richenous value i richela « : iteanetta	ga sidler i request	<del>ga muse on i me erekt</del> <del>Line</del> o ad 123
- Hd 0	in direk er sek mesek Millere beser mesek	Amount Financed FINANCE CHARGE (IN Total of Payment	TEREST) = - 1 Treg out better	e mager burde mod funcion beauty til a trop at cal flui fatt geluer bigget	\$ 5,400,0 \$ 3,897,6 \$ 7,277,6	
6.3		Deferred Payment Price ANNUAL PERCENTAG	E RATE	of the factor of	1001.301.1/1 <b>2</b> _0	<u></u>
2 11611	or more including	unpaid balance shall be page interest at percent	nt per annum or	n the unpaid bala	nce. Commencing	on the day
	of April	of each month thereafter	allment of said a like installmen	unpaid principal at shall be paid ur	balance and inte	rest shall be paid, and deprincipal balance and
	any part of the u	n paid in full. Interest to I npaid balance may be pref	oaid without per	nalty on the mon	thly payment date	. The number of years
	ment, the provisi Buyer be subject Buyer sl	plete payment in accordant ons in Paragraph 17 on the to any default, delinquence all have the right to pay in	e reverse side he by or similar cha n advance the un	ereof shall apply. arges in the event apaid balance of t	Under no circun of a late paymen his contract as wa	nstances, however, will t. s hereinbefore provided
	Code §1806.3.	tial refund of the finance or r will retain a security into	managar ( 4m, r	MS - Intollication el	MEN SEE DANGERS OF SERVICE	
	this contract of so of said real prop 4. Any	ale, subject only to Buyer's erty, will be subject to sai notice to Buyer may be giv ed to Seller in writing. No	rights hereunded d security interes en to Buyer at t	er. After acquired est. the address stated	property, which in this Agreemen	becomes affixed as part t or at any address sub-
	are from time to and shall be serve this paragraph sh	time made. Any and all red either personally or by all not apply to Paragraph (Buyer) have the option to v	otices or demander certified mail, po 5 hereof.	nds provided or postage prepaid, re	permitted hereund turn receipt reque	ler shall be in writing, ested. The provisions of
	a Property Repor U.S. Department agreement. If you you (Buyer) have ness day following following business	t prepared pursuant to the of Housing and Urban Dou (Buyer) received the Prothe right to revoke the consummation of the sholidays: New Years Day	Rules and Reguevelopment, in a perty Report les tract or agreement transaction.  V. Washington's	ulations of the Of advance of, or at as than 48 hours p ent by notice to the A business day is Birthday, Memor	fice of Interstate I the time of your prior to signing the he Seller until mid any calendar day rial Day, Indepen	and Sales Registration, signing the contract or e contract or agreement Inight of the third busi- except Sunday, or the
	6. Buye also received, rea	olumbus Day, Thanksgiving r acknowledges that he had and understood a copy of E APPLICABLE	as received, read	d and understood	and signed a copy	of this Agreement and
	S	tate of California, Departm ubdivision Public Report a U.S Stat	. Housing and U	orte Sub Urban Development Ort Notice and Dis	nt	Commission Sport and Permit
	7. Buye Buyer understand	THE FOLLOWING SCLOSURE REQUIREM or acknowledges that he had that he is entitled to res	STATEMENT ENTS OF THE as received and seind this transa	IS INCONSIST: E FEDERAL TR read a copy of ction without any	ENT WITH THE LUTH IN LENDI the Notice of Res	NG ACT cission Rights whereby tion within
,	date of execution California Depar PROPERTIES, 4 date indicated or Buyer h	om the date of execution of this Agreement by the trent of Real Estate. Notified a Scallan Avenue, Suite 3 and Notice of Rescission as read and understands all that all such terms and present the suite of the suit	Buyers herein in the cation of such reader of San Leandre Rights.	as required by the escission must be o, California 9457 and provisions stated	e Laws of the Statemade in writing by mail or tele	te of California and the y notifying MT. SCOTT egram on or before the side hereof and Buyer
	agreement.	E: See other side for impo	halio G	and the land of the control of the c		nak nga 1991 nga Kanalaga kanalaga nga 1994 n
	written.	NESS WHEREOF, the pa		ve executed this THE BANK OF (	A Francis of the second	iy and year first above
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	SWUM	C. McCaula	Buyer Buyer	By adads	Laren	
	Paver's Initials		Buyer	Title	· · · · · · · · · · · · · · · · · · ·	Seller
	alciilai arella	egen i se special filozofici per de carre de la companya de la contrada de la companya de la contrada de la co La companya de la companya de	BANK OF C	ALIFORNIA		

VIT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCOTT MALL 1. NO. 16236 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 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 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 exformance 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

11. Seller shall have the right at all reasonable times to inspect said property.

12. Seller shall have the right at all reasonable times to inspect said property, and Buyer shall allow Seller 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 suyer 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 on said realty that is made, done, caused or created by him within ten (10) 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 supersede hereby.

15. Until all sums due under this Agreement have been paid in full, Buyer shall not sell, assign or transfer to do shall be of no force or effect.

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.

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 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 Agree-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, upon default by Buyer in payment of any indebtedness secured hereby or

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, 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 elapsed after recordation of such notice of default. Seller may such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, such time and place 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 of facts shall be ducting 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 proceeds of the sale to payment of the following items in the following order:

(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 realty; and this acceptance by Seller shall operate as a full release of all Buyer's obligations hereunder. Buyer and Seller tenders all sums heretofore paid back to Buyer within ten (10) day

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

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 that have 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. n de ja Cast in spragodny poplared Denny

Selter

Buyer's Initials

RANDE CE CASTENDAA

WHIT

Seller's Initials

Corporation)	AND TRUST
State, personally appeared Piedad J. Garcia ASSI. Trust Oper. Officer	the undersigned, a Notary Public in and for said
known to me to beSecretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of	OFFICIAL SEAL  B SHELTON NOTARY PUBLIC - CALIFORNIA  LOS ANGELES COUNTY  My comm. expires MAY 17, 1985
its board of directors.	any contain depires mail 17, 1985

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

This 30 day of Nov A. D. 19 82 at o'clock Pf Mand duly recorded in Vol. M82 , of Deeds on ia a 16236

EVELYN BIEHN, County lark

Fee \$12.00 By Server Mr. Sharer