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STANDARD FORM - AGREEMENT FOR STANDARD FORM - AGREEMENT FOR STANDARD STANDARD FORM - AGREEMENT FOR STANDARD SHOWN ASSOCIATION	S MT. SCOTT PINES M82
by and between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION AND STREET CARREST OF CALIFORNIA, NATIONAL ASSOCIATION AND STREET CARREST OF CALIFORNIA, NATIONAL ASSOCIATION AND STREET CARREST OF CALIFORNIA, NATIONAL ASSOCIATION OF CALIFORNIA ASSOC	35 OF PROPERTY SANS 11636
former hands whose address and hands	CIATION
whose address is 4909 - Now John MARTINE	845 South Figueroa Street, Los Angeles, Cali
Trustee, bereinafter called Seller, whose address is Trust Department, whose address is 4909 - D MOKUPER PLEASED BUYER.  The disclosures contained the Buyer.  The disclosures contained the Buyer.	HE CLOSE
CALIFORNIA No contained in the follows	THOME TIME
CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor County of Klamath, State of Oregon, described as follows: Lored Division of County of Klamath, State of Oregon, described as follows: Lored Division of County of Klamath, State of Oregon, described as follows: Lored Division of County of Klamath, State of Oregon, described as follows: Lored Division of County of Klamath, State of Oregon, described as follows: Lored Division of County of Count	are required to be made by True
Miles of Klamath, State of Oregon, described as fall	r, in compliance with federal laws.
State of O	ter and the property located in it
tions on individual to the County Records	on, tract No. 1027, in the County of VI
map of said tract and specifically the	onveyance shall be made subject to the state of the state
tions, covenants, restrictions, reservations, easements, rights and rights of strictions recorded in the Official Records of Klamath County, all of which the same effect as though said Declaration was a few strictions.	way of record or appearing in the recorded
CACIT PROCES IN WELL IN THE PROCESS OF FACEL IL	a are incorporated house a relation of Re-
	- Vacation with
Trade-In	
Trade-In Total Down Payment  Unpaid Balance of Cash Price  Other Charges:	
Unpaid Balance of Cash Price	\$ 600.00
best amed a sn gra	Service Company of the service of th
divary; the transfer of the same and the sam	S CARLON CONTROL OF THE CONTROL OF T
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Total of Payment's longer than seed and the	\$ 980 (5
Deferred Payment Price	\$ 31,342 (6)
Deferred Payment Price  ANNUAL PERCENTAGE RATE  2. The unpaid balance shall be paid in ACC	\$ 21842.40/
of Qualification interest at equal monthly in	stallmant 6
of here including interest at percent per annum on the unpaid bala on the same day of each month thereafter a like installment of said unpaid principal interest have been paid in full. Interest to begin to accrue on the any part of the unpaid balance may be prepaid without penalty on the month ment, the provisions in Paragraph 17 on the with the terms herewith is a Buyer be subject to the provisions in Paragraph 17 on the same with the terms herewith is a same capacitant.	ince, Commencian Dollars
interest have been paid in full the reafter a like installment shall be until the	balance and interest shall I
any part of the unpaid balance may be prepaid without penalty on the mont ment, the provisions in Paragraph 17 on the reverse side hereof shall any be subject to any default, delinguences side hereof shall any be prepaid without penalty on the mont ment, the provisions in Paragraph 17 on the reverse side hereof shall any be subject to any default, delinguences.	ntil the total unpaid principal balance and
ment the complete payment in account	19 8 V AII
adject to any default doling the reverse side hereof challenger	years. In the event at
and obtain a partial partial to pay in advance the right t	Under no circumstances, however, will
Code \$1808 3 Finance of the finance of the unpaid balance of the	a mic payment.
3. Seller will retain a security interest in the real property described of said real property, will be subject to said security interest.  4. Any notice to Buyer may be given to Buyer at Research to Buyer at Research to Buyer at Research to Buyer at Research to Buyer may be given to Buyer at Research to Buyer at Research to Buyer may be given to Buyer at Research to Buyer may be given to Buyer at Research to Buyer may be given to Buyer	provisions contained in California Civil
this contract of sale, subject only to Buyer's rights hereunder. After acquired a said real property, will be subject to said security interest.  4. Any notice to Buyer may be given to Buyer at the address stated in are from time to the said security.	above, consisting of a logal (1)
4. Any notice to Buyer may be given to Buyer at the address stated in and shall be served either personally or by certified a demands provided or new this paragraph shall.	property, which becomes affixed as part
are from time to time made. Any and all Notice to seller shall be given and shall be	this Agreement or at any add
sequently delivered to Seller in writing. Notice to seller shall be given to Buyer at the address stated in and shall be served either personally or by certified mail, postage prepaid, return a Property Report prepared pursuant to the Bules and to Buyer and the property Report prepared pursuant to the Bules and said security interest.	the address at which Buyer's payments
a Property in the online of th	in receipt requested. The " Willing,
U.S. Daniel prepared pursuant to at your contract or agreement	1-0.1210113 (01
agreement. If you (Buyer) received the Property Report less than 48 hours prior following business holidays: New Years Day (No. 1). We have the right to revoke the contract or agreement by notice to the State of t	of Interstate Land Sales Positive
pass I have the right to revolve at the neport less than 40 L	time of your signing at a significant,
Veleron Dankess nondays: New Your Danisaction. A husiness delication	seller until midnight of the
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also received read and understood on the has received, read and understood	Thuependence Day, Labor Day,
APPLICARY P. Of the following.	Signed a conv of this
State of California, Department of Real Estate Subdivision Public Report and Permit U.S. Housing and Urban Development State Property Report N	Agging the second of the secon
Oregon	Real Estate Commission
U.S. Housing and Urban Development State Property Report Notice	ion Public Report and Permit
report Nonce and Disale:	
DISCI CONTROL FOLLOWING STATEMENT	
7. Buyer acknowledges that Latter OF THE FEDERAL TRIVIAN	WITH THE
alenderstands that he is entitled the has received and read a control of the second se	IN LENDING ACT
ate of execution of this Agreement has Agreement but not be	ty or obligation within
alendar days from the date of execution of this Agreement but not less than for alifornia Department of Real Estate. Notification of such rescission must be made indicated on said Notice of Rescission Rights.  Buyer has read and understands all of the said o	of the State of th
on said Notice of Received 900, San Leandro, California Office of Received	n writing by notifying Mr.
d Seller agree that in and understands all of the	mail or telegram on or before the
Buyer has read and understands all of the terms and provisions stated on Seller agree that all such terms and provisions are incorporated herein by reference.  NOTICE: See other side for important information.	the reverse side hereaf
IN WITNESS WIT	rence and are fully a part of this
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Buyer NATIONAL ACCOUNT	WINIA.
Buyer NATIONAL ASSOCIATION a national banking associa	ON,
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Buyer By:	
Buyer Title	
BANK OF CALIFORNIA	Seller
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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 hereunder and the surrender to Seller of this Agreement for cancellation, Seller shall execute a Trustee's Crant 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 surchased barein by Buyer does not include the nurchase

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 enter. of said deed this waiver of surface entry.

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 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 on said realty that is made, done, caused or created by him within ten (10) days after such lien or encumbrance is placed thereon. 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 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 are any wight till a contemporaneous negotiations.

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.

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

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 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 such 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 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 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 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 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.

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NOTICE: See other side for important information.

Buyer's Initials

Seller's Initials

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