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the date of this Agreement. Buyer shall promptly pay all such taxes due after the date hereof, and shall be prorated to when due; shall constitute a breach of this contract, and Seller may, at its option, exercise all remedies available to it

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, of way now of record along with all other matters specified in this Agreement and to all matters done made caused 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 liens and encumbrances, except those hereinbefore specified and those done, made, caused or created by Buyer.

Buyer further understands that the preparty being surphered boxed by Buyer and the preparty being surphered boxed by Buyer.

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

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 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.

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 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 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 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.

16. Any payments made by Buyer to Seller may be applied by Seller in payment of or an account of any

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 ment on the part of the parties shall be deemed automatically cancelled and terminated, at Seller, then this Agreevalue 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 or such cancellation, the amounts paid herein may be retained by Seiler 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 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 law and not less than a time then required by Isamath, Oregon. Notice of sale having been given as then required by 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 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, ducting all costs, fees and expenses of Seller, including cost of the purchaser its deed conveying the property so sold, ducting all costs, fees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in conception with the sale, Seller shall apply proceeds of the sale to payment of the following items in the following order:

18. Buyer and Seller agree that in the event Seller cancels Buyer's rights hereunder, Buyer will, at the option of the trutheline post to 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 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 further agree that in the event Buyer rescinds this agreement through the Buyer's obligations hereunder. Buyer and Seller 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

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.

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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STATE OF OREGON; COUNTY OF KLAMATH; ss.