17776 MT.	SCOTT MEADOWS, A	LSO KNOWN AS MT. SC	OTT PHOL ME 2 + 8 2 10	
• <u></u>	Journa Lougi - Hol	CEMENT FUR SALE OF	PROPERTY, 10	52
• Oy and between THE BANK	for Sale of Real Estat	ATTONIAT ACCOUNTANTON	a national banking association, as	90 A
Trustee, hereinafter called Se	ller, whose address is	Trust Department, 845 South	a national banking association, as Figueroa Street, Los Angeles, Cali-	
fornia 90017 and ITIC h.A	ra H, DZLAN	ra And LAUre	1 migueroa Street, Los Angeles, Cali- 1 m), Lie Agura Jr,	
whose address is	SEL TRUKIMA	11+ N i Novilla ha	HI DL. 724 7510	
The disclosures contra	ined in the following -	in a second by the target of the second	16816	
CALIFORNIA, NATIONAL 1. Seller agrees to s	SSOCIATION, as Tru	stee and as creditor, in comp	liance with federal laws	
County of Klamath, State of (ell to Buyer, and Buye Dregon, described as fo	er agrees to purchase from	Seller, real property located in the	
	in Mt South	Mandama Cal It is m	24 B LECKL H	
mineral and hydrocarbon sub	corded in the office of	the County Recorder of said	No. 1027, in the County of Klamath, County, excepting oil, gas and other	
tions, covenants, restrictions, r	eservations opporta	ace mercor. Salu conveyanc	e shall be made subject to all condi-	
map of said tract and specifica strictions recorded in the Office	lly the covenants, cond	itions and restrictions set for	record or appearing in the recorded th in that certain Declaration of Re-	
the same effect as though said	Declaration were fully	County, all of which are inc	th in that certain Declaration of Re- corporated herein by reference with	
CASH PRIC	E	10001 - S	6000-	
Trade	Down Payment \$_	1200	Bert <mark>an obligation of the second </mark>	
into strange product Total	Down Payment	12000	1200	
	1 A A A A A A A A A A A A A A A A A A A		1/0 + + 00	
Talia Annual Bala Unpaid Bala Other Char	ince of Cash Price	an a	4800-1	
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			<u>1800</u>	
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				ŋK.
ANNUAL P 2. The unpaid balance or more including interest at	ERCENTAGE RATE	Brithe julies bester <u>est</u> ernis 1 75 - Brite Hefferter	11 7 1140	~ ~
or more including interest at	e suali de paid in 72	equal monthly installm	ents ofDollars	.
of 1982	the first installment of	im on the unpaid balance. C	ce and interest shall be paid, and	
on the same day of each mont	thereafter a like insta	llment shall be paid until the	ce and interest shall be paid, and total unpaid principal balance and	
any part of the unpaid balance	Interest to begin to ac	crue on the 15 day of	total unpaid principal balance and $\frac{1100}{100}$ All or	
required to complete naumont	in open little but at	the penalty on the monthly pa	yment date. The number of years	
ment, the provisions in Paragra	ph 17 on the reverse si	de hereof shall apply Unde	years. In the event of a late pay- r no circumstances, however, will	
Buyer be subject to any default Buyer shall have the ri	, delinquency or simila	r charges in the event of a l	ate payment.	
and obtain a partial refund of	the finance charge (inte	ne unpaid balance of this cor	ate payment. tract as was hereinbefore provided ions contained in California Civil	
Code §1806.3.	0 (west based upon the prove	tions contained in California Civil	
this contract of sale, subject on	security interest in the	real property described above	ve, consisting of a legal title under	
or said real property, will be su	biect to said security i	ntorect	rty, which becomes allixed as part	
sequently delivered to Seller in	may be given to Buyer	at the address stated in this	Agreement or at any address sub-	
are from time to time made A	w and all matters 1	i shall be given only at the a	iddress at which Buyer's payments	
and shall be served either person this paragraph shall not apply to	ally or by certified ma	il, postage prepaid, return re	ed hereunder shall be in writing, ceipt requested. The provisions of	
5. You (Buyer) have the	antion to wold many			
a Property Report prepared pure	uant to the Rules and	Regulations of the Office of	to the Seller if you did not receive Interstate Land Sales Registration,	
agreement. If you (Buyer) receiv	ad the Browenter D	in advance of, or at the fill	le of your signing the contract or	
you (Buyer) have the right to rea	oke the combined and	e less than to hours prior to	signing the contract or agreement	
ness day following the consumm following husiness holidown No.	nation of the transaction	on. A business day is any ca	r until midnight of the third busi- lendar day except Sunday, or the	
Veterans Day, Columbus Day, T	honloging	ms birthday, memorial Day	, independence Day, Labor Day,	
6. Buver acknowledge	that he has mentioned		ned a copy of this Agreement and	
also received, read and understo CHECK WHERE APPLICABL	d a copy of the followi	ng: the line of the second	Mining a copy of this Agreement and	
		[문 문제 바이에 문 편집에는 물건물을	*R Constant and the state of	
Subdivision Publ	a, Department of Real	Estate Oregon Rea Subdivision	I Estate Commission	
a nanaliyo ya sa	1 Ur 0.3. nousing an	d Urban Development	Public Report and Permit	
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		NT IS INCONSISTENT W		
7. Buyer acknowledges	that he has received a	and read a copy of the Noti	N LENDING ACT ce of Rescission Rights whereby	
calendar days from the date of	wanting of the	succion without any penany	or obligation within	
date of execution of this Agreem	ant by the Pourse L	ment out not less than four	teen (14) calendar days from the	
California Department of Real Es	tate. Notification of suc	h rescission must be made in	of the State of California and the writing by notifying MT. SCOTT	
date indicated on said Notice of	Respission Bights	aro, Canorna 94511, by m	all or telegram on or before the	
Difference buyer has read and und	retande all of the tame	and provisions stated on th	e reverse side hereof and Buyer	
			e reverse side hereof and Buyer ence and are fully a part of this	
NOTICE: See other sid	for important inform	A CONSTRUCTION OF A C	and the second of the second	
written	DF, the parties hereto	have executed this Agreeme	nt the day and year first above	
- All and ent	Emple Doubley in	THE BANK OF CALIFO		
Taina DAG	Taina Buyer	– INATIONAL ASSOCIATIC	IN I	
	Buyer	a national banking associat	ion, as Trustee	
		Bx: J. Hun	*	
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	Buyer	Title	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 of the date of any of Buyer's obligations.

upon detault 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 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 property being purchased herein by Buyer does not include the purchase

hers and encumprances, 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 ex-formance 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 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 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 prop-Buyer agrees that until payment in full has been made or until Buyer has received written consent from Seller, 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.

and discharge any lien or encumbrance on said realty that is made, done, caused or created by him within ten (10) 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 herein and that, if any such representations, agreements or warranties were made or given and are not herein 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 so 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 octace, and the 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-the payment of any said installments of principal 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-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 returnent of any indebtedness secured hereby are

event or such cancellation, the amounts paid herein may be retained by Scher as inquitated 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 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 to be recorded in the 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 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, ducting all costs, fees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in con-(1) All sums expended by Seller under the teres of the sale of the sale of the sale. After de-dection 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 thereby all other sums then secured hereby; (3) and the remainder, if any, to the person or persons legally entitled thereby the result of the sale appear to the remainder, if any, to the person or persons legally entitled thereby and the remainder, if any, to the person or persons legally entitled thereto.

(2) all other sums then secured hereby; (3) and the remainder, it 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 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. The bar and the product of 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

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On	LOS ANGELES 53. -17-82 before me	the undersigned, a Notary Public in and for said	
known to me to be of the corporation known to me to be Instrument on behal	Secretary that executed the within Instrument, the persons who executed the within f of the corporation therein named, and the that such corporation executed the ursuant to its by-laws or a resolution of and official seal.	OFFICIAL SEAL B SHELTON NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires MAY 17, 1985	
	Filed for record .	DUNTY OF KLAMATH; ss. 	- ,
	duly rocerded in Vel Fee \$12.00	M82, of <u>Deeds</u> on c 165 EV.LYN BEHN, Cor	24

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