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_17777	MT. SCOTT MI	EADOWS, AL ORM – AGRE	SO KNOWN A EMENT FOR	AS MT. SCOTI SALE OF PRO	VOLUS2 STOR	1652
THIS A	AGREEMENT for Sale o	f Real Estate	dated the	29	y of And!	1087
Trusice, nerema	THE BANK OF CALI	Officience in in	not llongetmag	L VIE Coult II!		ciation, as zeles. Cali-
fornia 90017 an	d <u>Vingil</u> <u>Ro</u> s <u>1254 E. 12</u> d Buver	bents			<u> </u>	
The dis CALIFORNIA	sclosures contained in the	following pa	ragraphs below	are required	to be made by THE	BANK OF
I. Sen	NATIONAL ASSOCIATI er agrees to sell to Buye	er, and Buyer	agrees to nurc	hase from Soll	or roal proparty loss	ted in the
County of Klam	aui, state of Oregon, des	cribed as follo	ows: Lot(s), Blo	ck(s) 60_ 1	1027, in the County of	
tions, covenants, map of said trac strictions record the same effect	to a per map recorded in the trocarbon substances ben- restrictions, reservations and specifically the cov- ed in the Official Records as though and Declaration	the office of the eath the surfa- , easements, r enants, condition of Klamath C	e County Record ce thereof. Said ights and rights ions and restrict ounty, all of w	rder of said Co conveyance sl of way of reco tions set forth i hich are incorp	unty, excepting oil, gas all be made subject to ord or appearing in th n that certain Declarat orated herein by refer	and other all condi- e recorded
and wither a my	CASH PRICE Less: Cash Down Pay Trade-In Total Down Pay	ment \$	600,00	село 5<u>.</u>	00.00	
ales del Gierra Abien presso	Total Down Pay	ment he de	600,00		00.00	n an
jolisk welle in .	Unpaid Balance of Cas Other Charges:	sh Price	na staarden. Seter	\$ 5,4	00.00	and the second
Bunde un Alicente		2 12 - 1 12 - 1		anots <mark>\$</mark>	<u>a 200 militational integrational integrational integrational integrational integrational integrational integra</u>	e a nago date dati - e
Signa in de la	Amount Financed	and velocities	bala werena al Sati bale ne bec	\$ 5,4	00.00	ele y e E
- [defizes agrece cons dificie constants	FINANCE CHARCE (INTEREST)	and the second	\$ 78	97.1.0 1	and the second
Terreta y la Sul esta Resplicada y actividad	Deferred Payment Pric	eral Las Port	en la fatta de la composición de la com	s 9 8	97.601	
2. The	ANNUAL PERCENTA unpaid balance shall be	GE RATE	0 aqual mont			nill
or more includin	g interest at pero	cent per annur	n on the unnai	L halance Com	monoing on the	Dollars
	, 19 22, the first ir of each month thereafte	stallment of c	aid unnaid mri	poind belonce	and interact shall be	
microst mayo Dec	a Dalu III Iuli. Interest r	hean to acc	nino on hino di	S days of	10X	J
many print or uno u	npaid balance may be pr plete payment in accorda	eoano wirnom	nengity on the	monthlymayn	ont data (The number	
						ever, will
Buyer sl	hall have the right to pay	incy or similar	charges in the	event of a late	payment.	
Code §1806.3.	that retund of the linance	e charge (inter	est) based upo	n the provision	is contained in Califo	rnia Civil
of said real prop	r will retain a security in ale, subject only to Buyer erty, will be subject to sa	s rights hered	nder. After acc	luired property	, which becomes affixe	ed as part
are from time to and shall be serve	notice to Buyer may be g ed to Seller in writing. N time made. Any and all ed either personally or by all not apply to Boreast	notices or de	shall be given mands provided	only at the add	ress at which Buyer's	payments
5. You (Buyer) have the option to	void vour con	tract or agreem	ant has notice to	the follow if you did a	
U.S. Department agreement. If you you (Buyer) have ness day followir following busines	of Housing and Urban I 1 (Buyer) received the Pri the right to revoke the co- og the consummation of s holidays: New Years Dr	Development, operty Report intract or agree the transaction av Washingto	less than 48 ho less than 48 ho ment by notice n. A business d n's Birthday	or at the time ours prior to sign to the Seller u ay is any caler	erstate Land Sales Reg of your signing the co ming the contract or a intil midnight of the tl	gistration, ontract or greement nird busi-
adt to to 6. Buye	r acknowledges that he l	ig, and Unrish	nas. and under			
Si Si	tate of California, Departr ubdivision Public Report a U.	and Permit S. Housing and	l Urban Develo	Subdivision P	Estate Commission ublic Report and Perm	it
	Sta	ne Property Re	port Notice and	1 Disclaimer		·
DIS 7. Buyer	THE FOLLOWING SCLOSURE REQUIREM	G STATEMEN 1ENTS OF T	NT IS INCONS THE FEDERAL	SISTENT WIT TRUTH IN	H THE LENDING ACT	whereby
calendar days fro date of execution California Departs PROPERTIES, 43	s that he is entitled to re m the date of execution of this Agreement by the ment of Real Estate. Notif 3 Callan Avenue, Suite 5 said Notice of Rescission	scind this tran of this Agreen Buyers herei lication of such	saction without nent but not le n as required b	any penalty of ss than fourtee y the Laws of t he made in up	obligation within on (14) calendar days the State of California	from the and the
and Seller agree t agreement.	is read and understands al hat all such terms and pi See other side for imp	ll of the terms rovisions are in	ncorporated her	stated on the rein by referen	reverse side hercof ar ce and are fully a par	d Buyer t of this
IN WITT	NESS WHEREOF, the p	arties hereto l	nave executed	1		st above
× Virail	K. Poberk	Buyer	NATIONAL	OF CALIFORN ASSOCIATION uking associatio		
\overline{A}	and Same in the	Buyer	. 1		n, as Trustee	
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Title Buyer BANK OF CALIFORNIA

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Seller

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Thest

835691 ALANDOWS ATSO RNOWN AS MT SCOTT PINES the date of this Agreement. Buyer shall promptly pay all such taxes due after the date hereof, and shall be prorated to for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes and levies, 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 tree 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 nurchesed herein by Buyer does not include the nurchase

Buyer further understands that the property being purchased herein by Buyer does not include the purchase Buyer turther 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-ploration for, the aforementioned natural resources below the surface of said land. Upon the payment in full and per-formance by the Buyer entitling the Buyer to a deed as provided for herein, there shall further appear upon the face

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

tions, restrictions, easements, right and rights of way relating to or arecting satu property.
11. Seller shall have the right at all reasonable times to inspect said property, and Buyer shall allow Seller
12. Buyer shall not declare nor attempt to declare a homestead upon nor select said property as a homestead
13. All improvements inde to or placed on said property by Buyer shall be and become a part of said property.
erty. 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 days after such 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 set forth herein and that, if any such representations, agreement sor warranties, whether express or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties or effect. This Agreement is the only agreement between 15. Until all sums due under this Agreement have been paid in full, Buyer, and all thereof are of no force or effect.
16. Any represent or or or force or select herein without first obtaining the written consent of Seller, and any attempt to 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 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 here-under is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in demand of any said installments of principal and interest when the same become due, or (b) in the repayment after 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 As an alternative remedy to Seller, upon default by Buyer in payment of any indebtedness secured hereby or the obligation of such any such default 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 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 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 having elapsed after recordation of such notice to be recorded in the law and not less than a time then required by law having elapsed after recordation of such notice of default. Seller may provide a such as a the 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 the time fixed by the preceding postponement. Seller shall deliver to the purchaser its deed conveying the property so sold, thus the truthfulness thereof. Any person, including Seller or Buyer may purchase at such sale. After de-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 shall apply proceeds of the sale to payment of the following items in the following items in the following order: (2) all other sums then secure that in the event Seller cancels Buyer's rights hereunder, Buyer will, at the option (2) all other sums then secure 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 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 all sums heretofore paid back to Buyer within ten (10) days of the receipt of said notice of rescission and Seller tenders 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'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

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.

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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.

Buyer's Initials

AND TRUST ----(Corporation) STATE OF CALIFORNIA SS. _____before me, the undersigned, a Notary Public in and for said DOLORES MILICEVICH LOS. ANGELES COUNTY OF_ 11-17-82 State, personally appeared DOLORES MILICEVICH known to me to be the VICE PRES. & TR. OPR. OFFesident, and of the corporation that executed the within Instrument, STAPLE HERE 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 OFFICIAL SEAL within instrument pursuant to its by-laws or a resolution of B SHELTON NOTARY PUBLIC - CALIFORNIA its board of directors. LOS ANGELES COUNTY My comm. expires MAY 17, 1985 WITNESS my hand and official seal. B. SHELTON (This area for official notarial scal) Signature

16529

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record 1:36 A.D. 19_82_at____o'dick P M duly racerded in Vol. M82, cf Deeds on a 16527 EVELYN BIEHN County Fee \$12.00