

17861

# MT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCOTT PINES STANDARD FORM - AGREEMENT FOR SALE OF PROPERTY

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THIS AGREEMENT for Sale of Real Estate dated the 26 day of September, 1982  
by and between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association, as  
Trustee, hereinafter called Seller, whose address is Trust Department, 845 South Figueroa Street, Los Angeles, Cali-  
fornia 90017 and José B. Agustín and Erlinda A. Agustín  
whose address is 94531 Niahia Ln Whipah, HI, Phone 671-4255  
hereinafter called Buyer.

The disclosures contained in the following paragraphs below are required to be made by THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance with federal laws.  
1. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, real property located in the County of Klamath, State of Oregon, described as follows: Lot(s) 416, Block(s) 18

in Mt. Scott Meadows Subdivision, Tract No. 1027, in the County of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County, excepting oil, gas and other mineral and hydrocarbon substances beneath the surface thereof. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, rights and rights of way of record or appearing in the recorded map of said tract and specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by reference with the same effect as though said Declaration were fully set forth herein.

## CASH PRICE

Less: Cash Down Payment \$ 1200.00 \$ 600.00

Trade-In

Total Down Payment \$ 1200.00 \$ 1200.00

Unpaid Balance of Cash Price \$ 4800.00

Other Charges:

Amount Financed

FINANCE CHARGE (INTEREST)

Total of Payment

Deferred Payment Price

ANNUAL PERCENTAGE RATE

2. The unpaid balance shall be paid in 120 equal monthly installments of \$400.00 Dollars or more including interest at 11 percent per annum on the unpaid balance. Commencing on the 15 day of November, 1982, the first installment of said unpaid principal balance and interest shall be paid, and interest have been paid in full. Interest to begin to accrue on the 15 day of October, 1982. All or any part of the unpaid balance may be prepaid without penalty on the monthly payment date. The number of years required to complete payment in accordance with the terms herewith is 10 years. In the event of a late payment, the provisions in Paragraph 17 on the reverse side hereof shall apply. Under no circumstances, however, will Buyer be subject to any default, delinquency or similar charges in the event of a late payment.

Buyer shall have the right to pay in advance the unpaid balance of this contract as was hereinbefore provided and obtain a partial refund of the finance charge (interest) based upon the provisions contained in California Civil Code §1806.3.

3. Seller will retain a security interest in the real property described above, consisting of a legal title under this contract of sale, subject only to Buyer's rights hereunder. After acquired property, which becomes affixed as part of 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 this Agreement or at any address subsequently delivered to Seller in writing. Notice to seller shall be given only at the address at which Buyer's payments are from time to time made. Any and all notices or demands provided or permitted hereunder shall be in writing, and shall be served either personally or by certified mail, postage prepaid, return receipt requested. The provisions of this paragraph shall not apply to Paragraph 5 hereof.

5. You (Buyer) have the option to void your contract or agreement by notice to the Seller if you did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report less than 48 hours prior to signing the contract or agreement you (Buyer) have the right to revoke the contract or agreement by notice to the Seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving, and Christmas.

6. Buyer acknowledges that he has received, read and understood and signed a copy of this Agreement and also received, read and understood a copy of the following:

CHECK WHERE APPLICABLE

☒ State of California, Department of Real Estate  
Subdivision Public Report and Permit

☐ Oregon Real Estate Commission  
Subdivision Public Report and Permit

☐ U.S. Housing and Urban Development  
State Property Report Notice and Disclaimer

## THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT

7. Buyer acknowledges that he has received and read a copy of the Notice of Rescission Rights whereby Buyer understands that he is entitled to rescind this transaction without any penalty or obligation within 14 calendar days from the date of execution of this Agreement but not less than fourteen (14) calendar days from the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the California Department of Real Estate. Notification of such rescission must be made in writing by notifying MT. SCOTT PROPERTIES, 433 Callan Avenue, Suite 303, San Leandro, California 94577, by mail or telegram on or before the date indicated on said Notice of Rescission Rights.

Buyer has read and understands all of the terms and provisions stated on the reverse side hereof and Buyer and Seller agree that all such terms and provisions are incorporated herein by reference and are fully a part of this agreement.

NOTICE: See other side for important information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

José B. Agustín Jr.  
X Erlinda A. Agustín

Buyer

Buyer

Buyer

Buyer

THE BANK OF CALIFORNIA,  
NATIONAL ASSOCIATION  
a national banking association, as Trustee

By: John P. Aggene

Title

Seller

BANK OF CALIFORNIA

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 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.

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.

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.

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.

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.

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 County of Klamath, Oregon. Notice of sale having been given as then required by

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.

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 made by Seller, dated 11/11/07, 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.

NOTICE: See other side for important information.

Buyer's Initials

\_\_\_\_\_  
 Buyer's Initials

\_\_\_\_\_  
 Seller's Initials

**Seller's Initials**

ADDITIONAL INFORMATION

16748

LS 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss.

On 11-17-82

State, personally appeared Joan B. Poggione before me, the undersigned, a Notary Public in and for said  
 known to me to be the Asst Vice President ~~President~~ and  
 known to me to be \_\_\_\_\_ Secretary

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  
 its board of directors.

WITNESS my hand and official seal.

Signature

B. Shelton

 **TITLE INSURANCE  
AND TRUST**  
A TICO COMPANY



OFFICIAL SEAL  
 B. SHELTON  
 NOTARY PUBLIC - CALIFORNIA  
 LOS ANGELES COUNTY  
 My comm. expires MAY 17, 1985

(This area for official notarial seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

This 2 day of Dec. A.D. 1982 at 8:47 o'clock A.M., and  
 duly recorded in Vol. M82, of Deeds on a 16746

Fee \$12.00

EV. LYN DEHN, CLERK

By

Joyce M. Dehn