

24415

PUG 27-20-05

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

Vol 223 Page 3053

THIS AGREEMENT for Sale of Real Estate dated the 23 day of MARCH, 1983  
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 PAUL B. DURKIN JR., MARIA DURKIN  
whose address is 5344 KILAUEN AVE, HONOLULU, HI 96816, Phone 735-2607  
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 5, 6 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 condi-  
tions, 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 Re-  
strictions 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 \$ 600.00 \$ 12,000.00  
Trade-In 0-  
Total Down Payment 600.00

Unpaid Balance of Cash Price \$ 600.00  
Other Charges: 0- \$ 11,400.00

Amount Financed \$ 0-  
FINANCE CHARGE (INTEREST) \$ 0-  
Total of Payment \$ 11,400.00  
Deferred Payment Price \$ 8,227.20  
ANNUAL PERCENTAGE RATE \$ 19.627.20  
\$ 20,227.20

2. The unpaid balance shall be paid in 120 equal monthly installments of 163.56 Dollars  
or more including interest at 12 percent per annum on the unpaid balance. Commencing on the 15 day  
of June, 1983, the first installment of said unpaid principal balance and interest shall be paid, and  
on the same day of each month thereafter a like installment shall be paid until the total unpaid principal balance and  
interest have been paid in full. Interest to begin to accrue on the 15 day of May, 1983. 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 pay-  
ment, 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 §1808.3.

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 sub-  
sequently 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 agree-  
ment, you (Buyer) have the right to revoke the contract or agreement by notice to the Seller until midnight of the third busi-  
ness 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  
☒ U.S. Housing and Urban Development  
State Property Report Notice and Disclaimer  
☒ Oregon Real Estate Commission  
Subdivision Public Report and Permit

## 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  
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.

X Maria Durkin Buyer  
X Paul B. Durkin Jr. Buyer  
By: Maria Durkin  
Buyer Title 700  
BANK OF CALIFORNIA Seller

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 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.

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 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.

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.

15. Until all sums due under this Agreement have been paid in full, Buyer shall not sell, assign or transfer 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 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 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.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record ..

this 9th day of June A.D. 19 83 at o'clock M., and

duly recorded in Vol. M83 of Deeds on Page 9053.

Fee \$3.00

By EVELYN BIENN, County Clerk  
*Ann Lewis*

Buyer's Initials

Seller's Initials

The Deed of Conveyance  
 is being recorded  
 in Vol. M83 of Deeds  
 on Page 9053