Ret:

The Bank of California PO Box 54408 Los Angeles, Ca. 90054 STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 22ndday of July D. 19 83

at 3:21 o'clock P M, and duly recorded in Vol. M83 of Deeds

Page 1175:2

EVELYN BIEHN, Su t, Clerk

By Luxure Deputy

Fee \$12.00

Or JANDAUD FORM - ACREEMENT FOR SALE OF PROPERTY AND ADDRESS AND A								
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whose address is a proper contained in the following paragraphs below are required to be made by THE BANK OF the disclosures' contained in the following paragraphs below are required to be made by THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, as payer agrees to purchase from Seller, real property located in the Coulty of Klamath, Saller agrees to sell to Buyer agrees to purchase from Seller, real property located in the Coulty of Klamath, Saller agrees to sell to Buyer agrees to purchase from Seller, real property located in the Coulty of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County, excepting oil, gas and other the seller of the county of t		Trustee, hereina	ter called Seller, w	hose address is.	rust Departmen	nt, 845 South Fig	ueroa Street, Los A	ngeles, Cali-
CALIFORNIA. NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance with federal laws, as the property located in the County of Klamath. State of Oregon, described as follows: Lot(s), Block(s) Only of Klamath. State of Oregon, described as follows: Lot(s), Block(s) Only of Klamath. State of Oregon, described as follows: Lot(s), Block(s) Only of Klamath. State of Oregon, described as follows: Lot(s), Block(s) Only of Klamath. State of Oregon, described as follows: Lot(s), Block(s) State of Oregon, as per map recorded in the office of the County Recorder of said County, ceregoting oil, gas and other minieral and hydrocarbon substances beneath the surface thereof. Said conveyances shall be made subject to all conditions, covenants, restrictions, reservations, reservations, reservations, exements, rights and rights of way of record or appearing in the recorded map of said treat and specifically the covenants, conditions and restrictions set forth in that certain Declaration are follows: CASH PRUCE Trade-II.		fornia 90017 and	7218-C	ALO A	40 57	96818	Phone 422	0834
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mineral and hydrocarbon sustances peneant the state of rights of way of record or appearing in the recorded fittons, covenants, revitations, essements, and estrictions set forth in that can be appeared to the control of Restrictions recorded in the Official Records of Klamatil County, all of which are incorporated herein by reference with the same effect as though said Declaration were fully set forth herein. The control of the County of the Cou		County of Klam	ath, State of Oregon	in Mt. Scott	Meadows Subdi	vision, Tract No.	1027, in the County	of Klamath,
the same effect as though said Declaration were ruly set told a construction of the co		mineral and hydrions, covenants, map of said trac	restrictions, reserve t and specifically the	ations, easements, concerns of Klamath	rights and right litions and restr County, all of	its of way of reci ictions set forth i which are incorp	ord or appearing in n that certain Decla orated herein by re	the recorded ration of Re-
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Deferred Payment Price Annual Percentrage Rate Annual Percentrage Rate or more including interest at: percent per annum on the unpaid balance of Commencing on the 22 day of Tues of 196 Annual Percentrage Rate on the same day of each month thereafter a like installment shall be paid until the total 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 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 20 day of Tues 1945. All of 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 20 years. In the event of a late payment, the provisions in Paragraph I7 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. Total Buyer shall have the right to pay in advance the unpaid balance of this contract as was hereinbefore provided and obtain a partial retund of the finance charge (interest) based upon the provisions contained in California Civi Code \$1806.3. 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 par of said real property, will be subject to said security interest: Since 194 A. Any notice to Buyer may be given to Buyer at the address stated in this Agreement or at any address subject only to buyer at the address of the payment said real property, will be subject to said security interest. Since 194 All you (Buyer) repressed pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registra		as a homestead	Other Charges:	eli literati di circatti ti	an upon sam pi don cold sam	oteomoil to		20112 (3) 25 199
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this contract of sale, subject only to Buyer's rights hereunder. Are acquired property, which be subject to said security interest. 2011010144. 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 payment 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. 201101155. 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 (CHECK WHERE APPLICABLE) 20110116116 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: 20110116116 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: 2011016116116161616161616161616161616161		Code §1806.3.			he real property	described abov	e, consisting of a le	gal title under
sequently delivered to Seller in writing. Notice to seller shall be given only at the delivered to Seller in writing 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. The provisions of the Seller if you did not receive this paragraph shall not apply to Paragraph 5 hereof. The provisions 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. The property Report property received, read and understood a copy of the following: CHECK WHERE APPLICABLE Oregon Real Estate Commission State of California, Department of Real Estate Oregon Real Estate Commission Subdivision Public Report and Permit		this contract of	sale, subject only t	o Buyer's rights r	ereunder. Atter	is françois ou 14	ng dangang ang indige	प्राथम् हृष्या हेन्द्र स्थान
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ness day following the consummation of the transaction. A business day following business holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day Veterans Day, Columbus Day, Thanksgiving, and Christmas. Veterans Day, Columbus Day, Thanksgiving, and Christmas. Subject a cknowledges that he has received; read and understood and signed a copy of this Agreement an also received; read and understood a copy of the following: CHECK WHERE APPLICABLE State of California, Department of Real Estate Oregon Real Estate Commission Subdivision Public Report and Permit		agreement. If	you (Buyer) received	the Property Re	eport less than a	otice to the Selle	r until midnight of	the third busi-
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THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT 1. Buyer acknowledges that he has received and read a copy of the Notice of Rescission Rights wherether the state of		the state of the state of the second	DICCLOSTER RE	OTHERMENTS	OF THE FED	ERAL INCIII	III PERINDING HO.	Caracteristics and the control of the caracteristics whereby
Buyer understands that he is entitled to rescind this transaction without any petialty of 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 date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the date of execution of this Agreement but not less than fourteen (14) calendar days from the calendar days from th		Buyer underst calendar days date of execu	ands that he is enti- from the date of e tion of this Agreeme	xecution of this ent by the Buyer	Agreement but herein as requ	not less than for ired by the Law	urteen (14) calendar of the State of Calendar n writing by notifying	days from the lifornia and the mg MT. SCOTT
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 has read and understands all of the terms and provisions stated on the reverse side hereof and Buyer has read and understands all of the terms and provisions are incorporated herein by reference and are fully a part of the		date indicated	on said Notice of r has read and under	Rescission Rights	terms and prov	visions stated on	the reverse side he erence and are full	reof and Buyer y a part of this
and Seller agree that all such terms and provisions are meaning agreement. NOTICE: See other side for important information. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first about the second secon		and Seller agreement. NOT	ICE: See other sid	e for important of the parties h	nformation ereto have exec	cuted this Agree	nent the day and	vear first above

Buyer Title
BANK OF CALIFORNIA

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

Seller

Real property taxes for the current fiscal year levies and shall be prorated to frainfishall pay when due all future real property taxes and is suits later the date hereof, and shall be prorated to upon default of any of Buyer's obligations:

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120 **267,4**6091 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, of way now of record along with all other matters enecified in this Agreement, conditions, covenants, restrictions and rights 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 free from all super further understands that the property being purchased herein by Buyer does not include the nurchase 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 ploration 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 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 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 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 of any kind and nature. Buyer agrees to pay days after such lien or encumbrance is placed thereon.

14. No representations, agreements or warranties, whether express or implied, not herein expressly set forth, 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 expressly set forth herein and that, if any such representations, agreements or warranties, whether express or implied, binding upon Seller not 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 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. It. 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 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's option; and in the 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 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 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 of default. Seller may payable 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, and from time to time thereafter may postpone such of sale, and from time to time thereafter may postpone such sale by public announcement at 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 debut 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:

(2) all other sums then secured liereby; (3) and the remainder, if any, to the person or persons legally entitled thereto.

Ruver and Seller agree that in the event Seller cancels Buyer's rights hercunder. Buyer will, at the option 18. Buyer and Seller agree that in the event Seller cancels Buyer's rights hercunder, 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 realty; and this acceptance by Seller-shall operate as a full release of all Buyer's obligations hereunder. Buyer and Seller solling 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 and Seller two (2) days after the deposit in the U.S. mail of notice of neceptance addressed to the Buyer in accordance with the provisions of paragraph 4 hereof, with postage prepaid of fent paragraph is nereor, with postage prepaided from analysis of the holizoffield with 200 Each of the signed copies hereof shall be deemed a duplicate original, and this Agreement shall insire to the benefit of and be binding upon the successors and assigns of each of the parties hereof, but it is 21. This Agreement is made by Seller in Trustee under Declaration of Trust, and Buyer's recourse shall be Buyer has read and understands all of the bounced resolutions and support and and understands all of the bounced resolutions. 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. THE BANK OF CALIFORNIA. NATIONAL ASSOCIATION a national banking association, as Truster TOYUH Hayer Buyer's Initials Seller Buyer Title Pariti Seller's Initials BANK OF CALIFORNIA

Ret:

The Bank of California PO Box 54208 Los Angeles, Ca. 90054 STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 22nd day of July A.D. 19 83

at 3:21 o'clack P M and duly recorded in Vol. M83 of Deeds

age 11755

EVELYN BIEHN, County Clerk

By County Deputy

Fee \$13.00