

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

Ret:

The Bank of California
PO Box 54208
Los Angeles, Ca. 90054

on this 22nd day of July A.D. 1983
at 3:22 o'clock P M, and duly
recorded in Vol. M83 of Deeds
page 11758

EVELYN BIEHN, County Clerk

By [Signature] Deputy

\$12.00

26093

80142 1027-18-13

Vol. 1183 Page 11761

MT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCOTT PINES
STANDARD FORM - AGREEMENT FOR SALE OF PROPERTY
THIS AGREEMENT for Sale of Real Estate dated the 22nd day of July, 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 FREDERICK J & TERRY A. RISING HUSBAND & WIFE
whose address is 1951-D DICKSON CR 96818 Phone 422-2919
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) Block(s) Lot 13

13K 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

Trade-In

Total Down Payment

Unpaid Balance of Cash Price

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 Eighty Six Dollars or more including interest at 12 percent per annum on the unpaid balance. Commencing on the 5th day of July, 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 5th day of JUNE, 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 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 §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 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 Year's 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.

[Signature]
Buyer
[Signature]
Buyer
[Signature]
Buyer

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

By [Signature]

Buyer

Title

Seller

BANK OF CALIFORNIA

03 JUL 83 PM 3 22

12.0000

