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3 511	Puk Alani H	TWA 967	68 Phone	(808) 572 871	hereinafter called	Buyer. CALIFORNIA, NATIONAL
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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 express or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties were made or express or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties were made or 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 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 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 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 receipt by Buyer of 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 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 where the amount paid herein by Buyer is less than fifteen Percent (15%) of the purchase price (exclusive of interest, then Seller shall refund to Buyer whatever, amount remains after either subtracting Fifteen Percent (15%) of the purchase price, exclusive of interest, or the amount of Seller's actual damages, whichever is greater. damages, whichever is greater.

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 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 such default and of its election to cause to be sold the herein described property. Notice of sale having been giving as then required by law and not recorded in the office of the County Recorder of the County of Klamath, Oregoni Notice of sale having been giving as then required by law having elapsed after recordation of such notice of default. Seller may sell property at the time and place of sale less than a time their required by law having elapsed after recordation of such notice of default. Seller may sell property at the time and place of sale less than a time then required by law having elapsed after recordation of such notice of default. Seller may sell property at the time and place of sale less than a time then required by law having elapsed after recordation of such notice of default. Seller may sell property at the time and place 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 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 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 fixed by it in said property by public announcement at the time fixed by the preceding post-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 proceeding post-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 proceeding post-such time of sale. Seller shall be conclusive proof of the routhfulness thereof. Any person, including Seller or Buyer, may purchase at such sale and expenses of Seller; including cost of the evidence of title and reasonable attorney's fees in connection at such sale. After deducting all costs, fees and expenses of Seller; including items in the following order: (1) All sums expended by Seller with the sale. Seller shall be proceeded of the sale to payment of the following items in the following order: (1) All sums expended by Seller with the sale sale to payment of the following items in the following order: (1) All sums expended by Seller with the sale sale to payment of the following items in the following order: (1) All sums expended by Seller with the sale sale and the firm of the following items in the following order: (1) All sums expended by Seller with the sale sale sale sale sale proce price, exclusive of interest, or Seller's actual damages, whichever is greater and Buyer shall be enduded to any remainder.

18, Buyer, and Seller lagree 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 all Buyer's obligations, hereunder, Buyer and Seller, further agree that in the event Buyer rescinds this agreement through the buyer's right of all Buyer's obligation and Seller senders all sums heretofore paid back to buyer within ten (10) days of the receipt of said notice of recission, Buyer will, at the rescission 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 obligation bereunder. 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 obligation hereunder. John this has the deposit in the U.S. mail of 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 a Declaration of Trust, and Buyer's recourse against Seller shall be limited solely to the assets of the trust estate and not the assets of Seller in any other capacity. A nogost vriage of state. assets of the trust estate and not the assets of Seller in any other capacity. A nogodical and a consistency of the interior goals in the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any further responsibility in any manner in connection therewith at the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any further responsibility in any manner in connection therewith at the Mt. Scott subdivision berein by having erected the necessary electrical power poles to allow a 23-Developer shall have electrical facilities, furnished to the subdivision berein by having erected the necessary electrical power pole to the hook-up by Buyer to said electricity it is agreed by Buyer that Developer is responsible only for the furnishing of said electrical power pole to the hook-up charges, monthly fees, membership fees, maintenance subdivision and any other further, costs, fees or charges including but not limited to hook-up charges, monthly fees, membership fees, maintenance opsignification and agreed that the electrical facilities required to costs of the shall be the sole and exclusive obligation of Buyer herein. It is further understood and agreed that the electrical facilities required to costs of the subdivision, shall be furnished to the number of the hundred and twenty (120) days after the last lot in the subdivision is sold. It is be furnished to the subdivision herein or the providing, at such time as hereinabove set forth, of said electricity to the subdivision.

24. Buyer understands and agrees that any and all claims, suits, actions or arbitration shall take place only in the appropriate Court in the City and/or County of San Francisco, California. County of San Francisco, Camornia.

Another read and understands all of the terms 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 infofficial IAO FO NAME SET STATE OF OREGON: COUNTY OF KLAMATH: ss. 11th the Filed for record at request of M., and duly recorded in Vol. o'clock 95 at A.D., 19 Sept

Bernetha G. Leisch, County Clerk

Deeds

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