24514 Vni Page Ited Stand Standard Standard FORM - AGREEMENT FOR SALE OF PROPERTY : THIS AGREEMENT for Sale of Real Estate dated the doubt is a builded by and a source the table instruction of the source of the s inemite a

CIATION, as Trústee 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) <u>selforms of BLECEENER</u> (Soft Medadows Subdivision, Tract No.:1027, aka Mt: Scott Pines, 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 suiface 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 in the record 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 a stromoso sachority of sections ปลุ่มเหตุผิวปลาสมส์ ขุนปร

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CREAS USE A State of the current fiscal year 0.5 and shall be property taxes for the current fiscal year 0.5 and shall be property taxes for the current fiscal year 0.5 and shall be promptly pay all such taxes due after the date 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 Buyer's failines, our taxes due after the date 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 Buyer's obligations. OITALOOZA LAMOITAK, ALMOOTLAO TO ZAAL (IT have the subject to all sums due hereugder 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 essentiates of the caused or created by Buyer affecting fille thereto. All 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 herein-before specified and those done, made, caused or created by Buyer.

insurance issued by a reliable title company showing title to said property vested in outer internet into an use and culturing ances, check unce the before specified and those done, made, caused or created by Buyer, notice and a caused or created by Buyer. The property 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 entilling 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 periad of this Agreement will keep said realty free of all liess and encumbrances done, made, caused, or created by him of any kind and nature. Buyer \sim 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 \sim 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, whether -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 a 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 inter-est 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 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, of (b) in the particle default is not cured within fordy-five (45) days after receipt by Buyer of written notice by Seller, then this Arregment 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 berein by Buyer is less than fifteen Percent (15%) of the purchase price (excluding any interest), the amount paid herein may be retained by Seller as liquidated damages, the parties agreeing that it would be impractical and extremely difficult to fix such damages. If, in the event the amount paid by Buyer is in excess of 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

As an alternative remedy to Seller, upon default by Buyer in payment of any indebtedness secured hereby or in performance of any agreement hereun-der, 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 giving 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 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 a 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 post-portement. 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 sale. After dedicting 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 the proceedes of the sale to payment of the following items in the following order: (1) All sums expended by Seller with the sale. Seller shall apply the proceedes of the sale to payment of the following items in the following order: (1) All sums expended by Seller with the sale, Selfer shall apply the proceeds of the sale to payment of the following items in the following order. (1) All sums expended by Selfer 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 of persons legally entitled thereto. If the aforesaid alternative remedy is utilized by the Selfer and Buyer has paid more than Fifteen Percent (15%) of the purchase price, exclusive of interest, then in that event Selfer shall be entitled to retain the Fifteen Percent (15%) of the purchase price, exclusive of interest, or Selfer's actual damages, whichever is greater and Buyer shall be entitled to any remainder.

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 reality; 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 recission, 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 accep-tance by the Seller shall operate as a full release of all Buyer's obligation 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 jnure 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 of more and

22. Developer herein has installed the interior roads in the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any Tur-

ther responsibility in any manner in connection therewith an UASIACT AND TAKEN AND A CONTRACT AND THE ADDRESS AND A CONTRACT AND A Subdivision and any other further costs, fees or charges including, but not limited to how a bubbly sion and any other further costs, fees or charges including, but not limited to how by buyer to said electrical power pole to the subdivision and any other further costs, fees or charges including, but not limited to how by buyer the subdivision shall be the sole and exclusive obligation of Buyer herein. It is further understood and agreed that the electrical facilities required to be furnished to the subdivision shall be furnished no later than one hundred and twenty (120) days after the last lot in the subdivision is sold. It is further agreed by Buyer that Developer and Seller shall not be obligated in any other manner in regard to the electrical installation or maintenance relating 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.

Buyer has 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 file that In AO TO MAS BHT STATE OF OREGON: COUNTY OF KLAMATH : ss.

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riiea i	for record at request of		the day
of	Sept	A.D., 19 95 at 1:35	o'clock P M., and duly recorded in Vol M95,
		of Deeds	on Page 24513
			Bernetha G. Letsch, County Clerk
FEE	\$35.00		by Josette, Moita
			90

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