245'22 Vol. Mag Page

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) 2001 (2002) Located 22, 2001 (2002) Located in the County of Klamath, State of Oregon, in ME Scott Meadows Subdivision, Tract No. 1027 (aka) Mc Scott Pines in the County of Klamath; State of Oregon, as per map recorded in the office of the County Recorder of said 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 indep of said tract and specifically the covenants, restrictions, reservations, casements, rights and rights of way of 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 an another and a statistical and the same and statistical and the same and th en ega cara

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au au	See your contract documents and prepayment refunds and	for any additional information penalties.	about nonpayment, default, any	will not be entitled to a required repayment in full before the second s	e the scheduled date,
L.	he unrougt of Seller's actu	e, exclusive of interest, or t	ual monthly installments of	"U" " " " " " " "	Collars or more including interes
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-ii of	said unnaid princinal hala	nce and interest shall be pair	d and on the same day of ear	ch month thereafter a like ins	tallment shall be paid until the t
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41 41	hand principal balance and	I halance may be prenaid w	thout penalty on the month	v navment date. The number	of years required to complete
mi	ent in accordance with the	terms herewith is all o	vears. In the event of a late n	avment, the provisions in Pa	ragraph 17 on the reverse side h
of	shall apply. Under no circ	umstances, however, will B	uver be subject to any defaul	t, delinquency or similar cha	rges in the event of a late paym
ы	Buyer shall have the rig	ght to pay in advance the un	paid balance of this contract	as was hereinabove provide	d and obtain a partial refund of
or	epaid finance charge (inter	est) which is uncarned as of	the date of said prepayment	 State of the state of the state	a sa
şd	T 3. Seller will retain a se	curity interest in the real p	operty described above, con	sisting of a legal title under	this contract of sale, subject on
BI	iver's rights hereunder. Af	ter acquired property, which	h becomes attixed as part of	said real property, will be sul	pject to said security interest.

Buyer's rights hereinder. After acquired property, which becomes affixed as part of said real property, will be subject to said scuttry interest. A.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 by Buyer. Buyer, inderstands and agrees that Buyer, shall be fully, responsible to keep Seller informed of the current address of Buyer for the purpose of having, any, notice mailed to Buyer, Any, notices of change of address shall be sent, forthwith by Buyer upon said change, certified to the address of Seller herein. 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. Notice shall be deemed given seven (7) days after placed in the mail as set forth above. The provisions of this paragraph shall not apply to Paragraph 5 hereof. The outfield of the contract or Agreement? The outfield of the contract or Agreement of the contract or Agreement of Sale by notice to the Seller until midnight of the fourteenth day following the signing of the contract or Agreement. The outfield of Housing and Urban Development. The outfield of your option for two (2) years from the date of signing: 6. Buyer acknowledges that he has received, read and understood and signifed a copy of this Agreement and also received, read and understood a topological acopy of the following: (CHECK WHERE APPLICABLE) as worded and signifed a copy of this Agreement and also received, read and understood a topological acopy of this Agreement and also received, read

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Developer

THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT

DISCLOSURE REQUIREMENTS OF THE FEDERAL TROTH IN LENDING ACT The second this transaction without any penalty or obligation within the Notice of Rescission Rights whereby Buyer understands that he is entitled to rescand this transaction without any penalty or obligation within the second 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 PROPER-TIES, 433 Callan Avenue, Suite 202, San Leandro, California 94577; by mail or telegram on or before the date indicated on said Notice of Rescission Rights.

Rescission Rights. The second 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.

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Buyer shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, right and rights of way relating to or affect-ing said property. 1. 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 peri-agrees to pay and discharge any lien or encumbrance on said realty that is made, done, caused, or created by him of any kind and nature. Buyer or encumbrance is placed thereon.

14. No representations, agreements or warranties, whether express or implied, not herein expressive 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 Seller and Buyer and all prior or contemporareous perceptions are merced herein and supersede hereby given and are not netern expressiviser rotat, each, every and an dietest are of no rotes of ortest in the second s

Selier and Buyer, and an prov or comemporaneous negotiations are merged nerem and superscire nereby. 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. The interface of the conclusive upon Buyer.

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 shert payment by Buter shall be conclusive upon Buyer.
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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 demaid 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, paid herein 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 diamages, the parties agreeing that it would be impiractical and extremely difficult to fix such damages. If, in the event the amount paid herein is greater.
As an alternative remeating after either subtracting Fifteen Percent (15%) of the purchase price, exclusive of interest, then Seller shall refund to Buyer whatyer, gmount 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 hereunder and alternative remedy is a stan required by abuyer and here the described property to bailing the upolic action to the highest bidder for cash in the default and of '18 Election to cause for be sold the herein described property to failing the upolic auction to the highest bidder for cash in a default of the County Recorder of the County of Klamath, Oregon! Notice of sale ha

price, exclusive of interest, or Seller'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 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 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 acceptance by the Seller that is 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 prenaid.

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 of monostly respect such

assets of the trust estate and not the assets of Seller in any other capacity of model enough 1 and 1.2. 22. Developer herein has installed the interior roads in the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any fur-ther responsibility in any manner in connection herewith it. Asternation of the subdivision benein by having erected the necessary electrical power poles to allow a hook up by Byyer to said electricity. It is agreed by Buyer that Developer is responsible only for the furnishing of said electrical power poles to allow a hook up by Byyer to said electricity. It is agreed by Buyer that Developer is responsible only for the furnishing of said electrical power pole to the subdivision and any other further costs, tees or charges including, but not limited to, book up charges, monthly fees, membership fees, maintenance costs of the like shall be the subdivision 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. 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.

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of are fully a part of this contract.	s Agreement for Sale of Property, and all such terms and provisions here-
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FEE	\$35.00		By	Bernetha G. Brisch, Cou	nty Clerk	
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