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insurance issued by a remain the company showing the to said property vested in Buyer from an insurance insurance issued by Buyer, while most and 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 hereinder and the contract has not been terminated in the surface of the property sold by Seller to Buyer for the surface of said land. However, so long as Buyer is performing hereinder and the contract has not been terminated in the surface of the property sold by Seller to Buyer for the surface of said land. However, so long as Buyer is performing hereinder and the contract has not been terminated in the surface of the property sold by Seller to Buyer for the surface of said land. However, below the surface of said land. Upon the oavment in full and performance by the removal of for exploration 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 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 affect-ing said property.

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

12. Buyer shall not dectate not means to mean of this Agreement. 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-od of this Agreement will keep said realty free of all liens and encumbrances done; made, caused, or created by him of any kind and nature. Buyer made to new 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

14. No representations, agreements or warranties, whether express of implied, not herein expressly set forth have been made by Seller to or with Buyer. Subwer 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 contemporaneous perplicitions are merged herein and supersed herein. given and are not netern expressly set total, each, every and an increat are of no force of energy 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.

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, 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 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 where the amount paid herein by Buyer is less than fifteen Percent (15%) of the purchase price (excluding any interest), the amount paid herein may event 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 whateyer amount remains after either subtracting Fifteen Percent (15%) of the purchase price, exclusive of interest, or he amount of Seller's actual damages, whichever is greater.

damages, whichever is greater. As an alternative verify greater. As an alternative verify greater is greater. As an alternative verify diverse the end of the second of the second of 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 difficiency of the County Recorder of the County of Klamath, Oregoni Notice of sale having been giving as then required by law having blapsed after recordation of such notice of default. Seller may execute a written notice recorded in the difficiency of the County Recorder of the County of Klamath, Oregoni Notice of sale having been giving as then required by law and not less than a time then required by law having blapsed 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 fixed by the proceeding post-ponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The at such sale. After dedicting all toosts fees and expenses of Seller, including cost of the evidence of tile and reasonable attorney's fees in connection with the sale. Seller shall apply the proceeds of the sale to payment of the following order. (1) All sums expended by Seller inder the terms hereof, not then repaid with accrued interest at 10% per annum; (2) all other sums then secure dhereby; (3) and the remainder, if any, to the person or persons legally entited thereto. If the aforesaid alte

price; exclusive of interest, or Seller's actual damages, whichever is greater and Buyer shall be entitled to any remainder. 18. Buyer, and Sellen 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 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 demend a diplicate original, and this Agreement shall intre, 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 another writing

22. Developer herein has installed the interior roads in the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any fur-22. Developer nerein has instance in connection therewith it (Asia the state and the intervention of the state of the stat

23) Developer shall have electrical facilities turnished to the subdivision herein by having erected the necessary electrical power poles to allow a 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 subdivision and any other further costs, frees or charges including, but not limited to, hook-up charges, monthly fees, membership fees, maintenance of 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

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 here-

of are fully a part of this contract. NOTICE: See other side for important mitormation AO FO MIAB SHT

STATE OF OREGON: COUNTY OF KLAMATH : 55.

riled for record at i		the	11th day
of Se	ptA.D., 1995_at1:35	o'clock P M., and duly recorded in V	Vol M95
	ofDeeds	on Page 24523	
FEE \$35.	00	By Apille Hersch, Co	