THIS AGREEMENT TOP	Sale of Rear Esta	ino a sirty the	constitute a breach	due, shall e	EOF PROPERTY	19 15 is h	hereby
de by and between THE BA	ANK OF CALIFO	ORNIA, NA' Eourth ¹ Aven	TIONAL ASSOCL	ATION, a n le Washingt	ational banking, association on 98164 and Kusse	tion, as Trustee, hereinafter	Dollar
SENWYNL	CASTELL	AND B	whose address	192127	MAKAWED bereinafter called B	LUE WAHIAWA	<u>in a</u> tr
ATION or Tructee and as c	reditor in compli-	paragraphs t	below are required	to be made	by THE BANK OF CA	LIFORNIA, NATIONAL A	1.1
ATION, as Trustee and as ci 1. Seller agrees to sell to cribed as follows: Lot(s), 1	Buver and Buve	er agrees to	nurchase from Sell	ler, real pro	perty located in the Co	unty of Klamath, State of O	regon,
Mt. Scott Meadows Subdiv	vision, Tract No.	1027, aka M econter of s	Mt. Scott Pines, in it said County, excent	the County ing oil, gas a	of Klamath, State of O and other mineral and h	regon, as per map recorded ydrocarbon substances bene	ath the
fore thereof Soid conveyar	nce shall be made	subject to a	all conditions cover	nants, restric	tions, reservations, ease	ements, rights and rights of t	way of
ord or appearing in the reco Restrictions recorded in the	orded map of sai Official Records	d tract and s of Klamath	specifically the cov County, all of whi	enants, cond ich are incor	litions and restrictions s porated herein by refere	set forth in that certain Decli- ince with the same effect as t	aration
d Declaration were fully set The following disclosure	t forth herein.	unde Leite Leite	ab diest een fins	a station	Carri dat e v	· · · · · · · · · · · · · · · · · · ·	
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PINK: BROKER

GOLDENROD: BUYER AT TIME OF SIGNING

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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, and such and such and on a such as a such asuch as a such as a such

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-

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 15. 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 period 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 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 or encumbrance is placed thereon.

14. No representations, agreements of warranties, whether express or implied, potherein 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, it any such representations, agreements or warranties were made or 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 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.

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 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 where the amount paid herein by Buyer is less than fifteen Percent (15%) of the purchase price (excluding any interest), the amount paid herein to fix such damages. If, in the event the amount paid by Buyer is nexcess of Fifteen Percent (15%) of the purchase price, exclusive of interest, or the amount of Seller's actual what event the amount paid by Buyer is nexcess of 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 is next payment of such as price (and the parties of interest) 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 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 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 at the way determine, at public auction to the highest bidder for cash in such as the state of the county for cause to be sold the net of the county of klamath. 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 lawfult 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 lawfult 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 lawfult money of the United States, payable at the time of sale. Seller may postpone such sale by public announcement at the time fixed by the preceding post-point so the property so sold, but without any covenant or warranty, express or implied. The recitals in such sale. And row time to time thereafter may postpone the property so sold, but without any covenant or warranty, express or implied. The recitals in such ded of any matters of facts shall be conclusive proof of the 'truthfulness thereof. Any person, including Seller or Buyer, may purchase at such sale. After deducting all costs, fees and expenses of Seller including cost of the evidence of title and reasonable atomey's fees in connection at such shereof, hor their repaid with accrued interest, at 100% per annum. (2) all other sums then secured hereby; (3) and the remainder, if any, to the percent (15%) of the purchase price, exclusive of interest, or Seller's actual damages, whichever is greater and Buyer shall be entitled to retain the Fifteen Percent (15%) of the purchase price, exclusive of interest, or Seller's rights hereunder, Buyer will, at the option and upon the demand of Seller, execute 18. Buyer's regulation and upon the demand of Seller, execute

price; exclusive of interest, or sener'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 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 bereunder.

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

Dayer and Sener agree that this agreement will be come omong upon the buyer and Sener 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.
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

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 therewith. 23 Developer shall have electrical facilities, furnished to the subdivision herein by having erected the necessary electrical power poles to allow a 23: Developer shall have electrical facilities furnished 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, or the time obligation of Buyer herein. It is further understood and agreed that the electrical facilities required to be furnished to 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 to have budivision shall be furnished to have budivision shall be furnished to have budivision herein or the required to be obligated in any other manner in regard to the electrical installation or maintenance further agreed by Buyer that Developer and Seller shall not be obligated in any other manner in regard to the subdivision. 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 here-- Alter and

NOTICE: See other side for important information. A PO BUNE BHT of are fully a part of this contract. STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request o		A.D., 19	95 #	Wynwood Agency at 9:51 o'clock <u>A</u> M., and o			the y recorded in Vol.	29th M95	day
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FEE Ret:	\$35.00 Wynwood Agency Tacoma, WA 9	, Box 2 8401	236,		By	Tpitte E	heltaz		

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