. art.	ier, whose address is Trus	BANK OF CAL Department 9	0 Eourth Ave	ATIONAL ASSO	CIATION, a attle Washing	national banking assoc	iation as Postec, hereinafter called
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cf/	ATION, as Trustee and as	creditor, in com	ig paragraphs pliance with	below are require ederal laws.	ed to be made	by THE BANK OF (CALIFORNIA, NATIONAL ASSO-
de's in 1	cribed as follows: Lot(s), Mt. Scott Meadows Subdi	Block(s)		Mt. Scott Pines	in the County	operty located in the C	county of Klamath. State of Oregon. Oregon, as per map recorded in the
offi	ice of the County Recorde face thereof. Said convey.	r of said County ince shall be ma	Recorder of descubiect to	said County, exce all conditions, 'co	pting oil, gas venants, restri	and other mineral and ctions, reservations, er	hydrocarbon substances beneath the
reco	ord or appearing in the red Restrictions recorded in the	corded map of a	aid tract and ds of Klamat	specifically the c	ovenants, con	ditions and restrictions	set forth in that certain Declaration rence with the same effect as though
5an	d Declaration were fully se The following disclosure	es are being mad	e in complia	nce with the Truth	in Lending A	ie di Secolaria di Calendaria di Secolaria di Secolaria di Secolaria di Secolaria di Secolaria di Secolaria di Secolaria di Secolaria	an an an Albert an an Albert a Albert an Albert an A
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160	2. The unpaid balance s	hall be paid in	20 equi	monthly installn	nents of	3631	Dollars of more including interest at
	1. percent per annum	on the unpaid ba	lance. Comn	nencing on the	15 d	lay of May	, 19 <u>95</u> , the first installment stallment shall be paid until the total
unj	paid principal balance and	l interest have b	een paid in f	ull. Interest to beg	gin to accrue	on the 3	day of HDril 1995
me	int in accordance with the	terms herewith i	s V s ve	ars. In the event of	of a late payme	ent, the provisions in P	er of years required to complete pay aragraph 17 on the reverse side here
36.3	Buver shall have the right	tto pay in adv	ance the unn	aid balance of this	contract as w	as hereinahove provid	arges in the event of a late payment. ed and obtain a partial refund of any
- pre	paid finance charge (inter 3. Seller will retain a se	curity interest in	the real pro	perty described ab	payment.	ng of a legal title under	
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Bu ing po ado no	yer's rights hereunder. Af 1. 4. Any notice to Buyer, 3 by Buyer, Buyer underst se of having any notice m dtess. of Seller, herein. No tices. or demands providec	may be given to ands and agrees bailed to Buyer. tice to seller sh for permitted ho	Buyer at the that Buyer sh Any notices all be given reunder shal	address stated in t all be fully respor of change of add only at the addres 1 be in writing, an	s part of said this Agreemen sible to keep ress shall be is at which B id shall be ser	eal property, will be so at or at any address sub Seller informed of the sent, forthwith by Buy uyer's payments are fi yed either personally	bject to said security interest. sequently delivered to Seller in writ current address of Buyer for the pur er upon said change, certified to th om time to time made. Any and al or by certified mail postage prenaid
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Bu an grad and a set of the set o	yer's rights hereinder. Af 1. 4. Any notice to Buyer, 3 by Buyer, Buyer understi- se of having any notice in dress, of Seller, herein. No tices, or demands providec um receipt requested. Noi all not apply to Paragraph. 5. You (Buyer) have th lowing the signing of the "It you did not receive a partment of Housing and heelted at your option for 6. Buyer acknowledges py of the following: (CHE 1 noop and State of Subdivity of the following: CHE 1 noop and State of 5. State of 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges py of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer has read and uno d provisions are incorporation NOTICE: See other si	may be given to ands and agrees aniled, to Buyer, tice, to seller, sh l or permitted, h tice, shall, be des 5 hereof. The option to can contract or Ag Property Repor Urban Develop Woo (2) years fro that he has rece CK WHERE AI r California, Der sision Public Rep CK WHERE AI r California, Der CK WHERE AI r Calif	Buyer at the that Buyer st Any, notices all be, given, recunder, shal med given sc cel your con reement. prepared put ment, in advi ived, read an PLICABLE artment of R ort and Perm U.S. H State H E FOLLOW RE REQUIRI ived and read or obligation of colligation cel and read or obligation the date of e ceal Estate. N Leandro, C	address stated in t all be fully, respon of change of add only at the address I be in writing, an even (7) days after tract or Agreeme tract or Agreeme tract or Agreeme tract of your signil signing. d understood and's our system of the state at Estate to a state be to a system of the Not within the Not within of the Not better of your signil a copy of the Not within of the Not better of the State a copy of the Not within 194577. The formation of such allocation of such allocation of such allocation of such and state of the provisions stated refully a part of the	s part of said this Agreement isble to keep ress shall be a set ress shall be set r placed in the ent of Sale by the contrained of the set r placed in the ent of Sale by the contrained of the set r placed a copy the set of the set of the set r placed a copy the set of the	eal property, will be su tor at any address sub Seller informed of the sent, forthwith by Buy uyer's payments are fived e mail as set forth about notice to the Seller u that a set forth about of the Seller u subdivision Public Oregon Real Estate t aimer SISTENT WITH THE IRUTH IN LENDING ion Rights whereby Br r days from the date of the Buyers herein as legram on or before t e side hereof and Buyer	abject to said security interest. sequently delivered to Seller in writ current address of Buyer for the pur er upon said change, certified to the form time to time made. Any and all or by certified mail, postage prepaid we. The provisions of this paragraph ntil midnight of the fourteenth day r-State Land Sales Registration, U.S. Sontract or Agreement of Sale may be also received, read and understood and Report Commissioner ACT ayer understands that he is entitled to required by the Laws of the State of by notifying MT. SCOTT PROPER the date indicated on said Notice of r and Seller agree that all such term
Bu and ingpod ado ret shift for Deal co or di Deal co or di or di Deal co or di or ret shift for co or di or co or di or co or di or o or di o o o o o o o o o o o o o o o o o o	yer's rights hereinder. Af 1. 4. Any notice to Buyer, 3 by Buyer, Buyer understi- se of having any notice in dress, of Seller, herein. No tices, or demands providec um receipt requested. Noi all not apply to Paragraph. 5. You (Buyer) have th lowing the signing of the "It you did not receive a partment of Housing and heelted at your option for 6. Buyer acknowledges py of the following: (CHE 1 noop and State of Subdivity of the following: CHE 1 noop and State of 5. State of 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges py of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer has read and uno d provisions are incorporation NOTICE: See other si	may be given to ands and agrees aniled, to Buyer, tice, to seller, sh l or permitted, h tice, shall, be des 5 hereof. The option to can contract or Ag Property Repor Urban Develop Woo (2) years fro that he has rece CK WHERE AI r California, Der sision Public Rep CK WHERE AI r California, Der CK WHERE AI r Calif	Buyer at the that Buyer st Any, notices all be, given, recunder, shal med given sc cel your con reement. prepared put ment, in advi ived, read an PLICABLE artment of R ort and Perm U.S. H State H E FOLLOW RE REQUIRI ived and read or obligation of colligation cel and read or obligation the date of e ceal Estate. N Leandro, C	address stated in t all be fully, respon of change of add only at the address I be in writing, an even (7) days after tract or Agreeme tract or Agreeme tract or Agreeme tract of your signil signing. d understood and's our system of the state at Estate to a state be to a system of the Not within the Not within of the Not better of your signil a copy of the Not within of the Not better of the State a copy of the Not within 194577. The formation of such allocation of such allocation of such allocation of such and state of the provisions stated refully a part of the	s part of said) his Agreement isible to keep ress shall be's at which B is at which B is	eal property, will be su tor at any address sub Seller informed of the sent, forthwith by Buy uyer's payments are fir yed either personally of e mail as set forth abor notice to the Seller' u mis of the Office of Inte to or Agreement, the co of this Agreement and Subdivision Public Oregon Real Estate t aimer SISTENT WITH THE TRUTH IN LENDING Sion Rights whereby Bi r days from the date of the Buyers herein as just be made in writing legram on or before t e side hereof and Buye	abject to said security interest. sequently delivered to Seller in writ current address of Buyer for the pur er upon said change, certified to th rom time to time made. Any and all or by certified mail, postage prepaid we. The provisions of this paragraph ntil midnight of the fourteenth day r-State Land Sales Registration, U.S. Sontract or Agreement of Sale may be also received, read and understood Report Commissioner ACT uyer understands that he is entitled to execution of this Agreement but not required by the Laws of the State of by notifying MT. SCOTT PROPER he date indicated on said Notice of r and Seller agree that all such termi- ritten.
Bu an grad and a set of the set o	yer's rights hereinder. Af 1. 4. Any notice to Buyer, 3 by Buyer, Buyer understi- se of having any notice in dress, of Seller, herein. No tices, or demands providec um receipt requested. Noi all not apply to Paragraph. 5. You (Buyer) have th lowing the signing of the "It you did not receive a partment of Housing and heelted at your option for 6. Buyer acknowledges py of the following: (CHE 1 noop and State of Subdivity of the following: CHE 1 noop and State of 5. State of 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges py of the following: CHE 1 noop and State of 5. Subdivity of the following: CHE 1 noop and State of 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer acknowledges 5. Buyer has read and uno d provisions are incorporation NOTICE: See other si	may be given to ands and agrees aniled, to Buyer, tice, to seller, sh l or permitted, h tice, shall, be des 5 hereof. The option to can contract or Ag Property Repor Urban Develop Woo (2) years fro that he has rece CK WHERE AI r California, Der sision Public Rep CK WHERE AI r California, Der CK WHERE AI r Calif	Buyer at the that Buyer st Any, notices all be, given, recunder, shal med given sc cel your con reement. prepared put ment, in advi ived, read an PLICABLE artment of R ort and Perm U.S. H State H E FOLLOW RE REQUIRI ived and read or obligation of colligation cel and read or obligation the date of e ceal Estate. N Leandro, C	address stated in t all be fully, respon of change of add only at the address I be in writing, an even (7) days after tract or Agreeme tract or Agreeme tract or Agreeme tract of your signil signing. d understood and's our system of the state at Estate to a state be to a system of the Not within the Not within of the Not better of your signil a copy of the Not within of the Not better of the State a copy of the Not within 194577. The formation of such allocation of such allocation of such allocation of such and state of the provisions stated refully a part of the	s part of said) his Agreement sible to keep ress shall be: s at which B id shall be set r placed in th ent of Sale by hard regulation if the contration if the contration of	eal property, will be su tor at any address sub Seller informed of the sent, forthwith by Buy uyer's payments are fived e mail as set forth abor notice to the Seller u the set of the Seller u to a set of the Seller u to a set of the Seller u the set of the Seller u the Buyers herein as sust be made in writing legram on or before t the side hereof and Buye and year first above w the Sociation,	abject to said security interest. sequently delivered to Seller in writ current address of Buyer for the pur er upon said change, certified to th rom time to time made. Any and al or by certified mail, postage prepaid we. The provisions of this paragraph ntil midnight of the fourteenth day r-State Land Sales Registration, U.S. Sontract or Agreement of Sale may be also received, read and understood Report Commissioner ACT ayer understands that he is entitled to execution of this Agreement but not required by the Laws of the State of by notifying MT. SCOTT PROPER he date indicated on said Notice of r and Seller agree that all such terms ritten.
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11-20-95A11:49 RCVD

WHITE and GREEN: BANK OF CALIFORNIA

CANARY: DEVELOPER

PINK: BROKER

GOLDENROD: BUYER AT TIME OF SIGNING

As Real property taxes for the current fisbal year 100/led against the 100 described herein shall be provated to the date of this Agreement. Buyer shall be promptly pay-all such taxes due after the date Herein's hall be responsible for and shall pay when due all future real property taxes and similar remedies available to it mon default of any Buyer's obligations. OIT ADDE2A JACOTTA ATMS 1.00 and the second and shall execute a breach of this Agreement for cancellation. Seller shall execute a broact of this Agreement for cancellation. Seller shall execute a broact of any such taxes due therein and the surrender to Seller of this Agreement for cancellation. Seller shall execute a conditions, covenants, restrictions and fights of way now of record, along with all other matters specified in this Agreement for all easements. There is and a Buyer's expense, Seller shall emist to Buyer a policy of title before specified and those done, made, caused or created by Buyer as boyen if the to said property vested in Buyer's expense, seller shall furnish to Buyer a policy of title before specified and those done, made, caused or created by Buyer.

before specified and those done, made, caused or created by Huyer. Buyer further understands that 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 hereunder and the contract has not been terminated ineither 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 entifling 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-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

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 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 reality that is made, done, caused or created by him within ten (10) days after such lien or encumbrance is placed thereon.

14. No <u>orpresentations</u>, arrements or warranties, whether expansion implied not herein expressly for forth have been made by Seller to or with Buyer Buyer acknowledges that no persons have had not now have any ability to make any 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 collected Buyer and all prior or contemporaneous negotiations are merged herein and supersede hereby. 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 payments 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 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 may be retained by Seller as liquidated damages. The narries bereeing that it would be impricited and extremely difficult to fix such damages. If, in the 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, then Seller shall refund to Buyer damages, whichever is greater.

whatever amount remains after either subulating remains a contracting remains a second damages, whichever is grater. 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 stelelection to cause to be sold the herein described property to satisfy the obligations hereof and shall cause such notice to be second default and of stelelection to cause to be sold the herein described property to satisfy the obligations hereof and shall cause such notice to be second defined of the County of Klamath, Oregon. Notice of sale having been giving as then required by law and not of ster deraint and or repetetion to cause to be sold the neterin described property to satisfy the oongations neteor and shan 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. Selfer may sell property at the time and place of sale tess than a time then required by law naving etapsed after recordation or such nonce of default. Select may sen 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 the time and place of sale, and from time to time thereafter may hot more able to be an ouncement at the time fixed by the property by public and the property by public and the property by public and the property by public announcement at the time and place of sale and from time to time thereafter may hot more able to be by public and the property by public announcement at the time field by the property by public and the property by public and the property by public announcement at the time field by the property by public announcement at the time field by the property by public announcement at the time field by the property by public announcement at the time field by the property by the property by public announcement at the time to the property by lawful money of the United States, payable at the time of said. Seller may postpone said or an 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-ponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitats in such sale. After deducting all costs, tees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in connection with the sale. Seller shall and/the property of Seller, including cost of the evidence of title and reasonable attorney's fees in connection with the sale. Seller shall annually the property of the sale to may put the following order. (1) All sums excended by Seller at slich sale. After deducting 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 proceeds of the sale to payment of the following items in the following order: (1) All sums expended by Seller under the terms hereof, not then repaid with accrued interest at 10% per anium; (2) all other sums then secured hereby; (3) and the remainder, if any, both persons fegally entitled thereto. If the aforesaid alternative remedy is utilized by the Seller and Buyer has paid more than Fifteen price, exclusive of interest, or Seller's actual damages, whichever is greater and Buyer shall be entitled to any remainder.

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 rescission, and Seller tenders, Buyer, and Seller further agree that in the event Buyer rescinds this agreement through the buyer's right of 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 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 inure to the benefit of and be binding upon the

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. 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. If 14 the term of the term of the term of the necessary electrical power poles to allow a 23*i*. 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 deponsible only for the furnishing of said electrical power pole to the subdivision and any other furnished to 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 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 here-

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for	or record at rec	est of Wynwood Agency, Inc.	
of	November		day
		A.D., 19 <u>95</u> at <u>11:49</u> o'clock <u>A</u> M., and duly recorded in Vol. <u>M95</u> of <u>Deeds</u> on Page <u>31678</u>	,
FEE	\$35.00	By <u>Bernetha</u> G. Leisch, County Clerk By <u>Connette</u> Muelles	

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