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CANARY: DEVELOPER

GOLDENROD: BUYER AT TIME OF SIGNING

B. Acal property taxes for the current fiscal year levied against the foldescribed herein shall be provided to the date of this Agreement. Buyer shall property taxes due after the date fields for of, and shall be desponsibile for and shall be provided to the date of this Agreement. Buyer shall levies, player's failure to pay such taxes and levies, when due, shall existing a breach of this contract, and Seller may, at its option, exercise all responses to function of the system of th

10) Buller 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.

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 altempt 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-do 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.

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 much and are not herein expressly set forth each output and all there of the form of the set of the set or warranties were made or there and are not herein expressly set forth each output and all there of the form of the set 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.
17. Time is of the essence of this Agreement, and the life of the super of all his obligations hereunder is and shall be a condition precedent to his right to a continuous payment and about of the super of all his obligations hereunder is and shall be a condition precedent to his right to a continuous payment.

and the application of such payments by Seller shall be conclusive upon Buyer. 10.221 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 demiand of any amounts berin 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's shall be deemed automatically cancelled and deminated 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 (exclusive of interest, the amount paid herein may event the amount paid by Buyer is less than fifteen Percent (15%) of the purchase price, exclusive of interest, or the amount of Seller's actual manages. Whichever is greater. Any whichever is greater. Any state of the partices of the origin of the option of Seller. In the event of advantages, stended and payable at the option of Seller. In the event of default, Seller may execute a written notice of such default and of the origin as a dire ideal of the County of Klamath. Oregon: Notice of sale harding been giving as the nequined by law and not less than a time their required by law having elapsed after recordation of such notice of sale harding been giving as the nequired by law and not less than and place of sale, and from time to sale. Seller may postpone sale of all or a portion of sale property by public announcement at porting in the indice of sale, and from time to time thereafter may postpone sale of all or a portion of sale property by public announcement at a porting in the indice of sale, and from time to time thereafter may postpone sale of all or a portion of sale property by pub

price, exclusive of interest, or Seller's actual damages, whichever is greater and Buyer shall be entitled to any remainder. 18: Anyer 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 accep-tence 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.

19. Boyer and series agree that this agreement will become omding upon the buyer and Serier 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 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 nogoil support and the seller shall be limited solely to the

assets of the trust estate and not the assets of Seller in any other capacity 24 hereoff should and 2 hereoff should be a state and not the assets of Seller in any other capacity 24 hereoff should be a state of the interior roads in the Mt, Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any further responsibility in any manner in connection therewith it is assets of the interior roads in the Mt, Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any further responsibility in any manner in connection therewith it is assets of the subdivision herein by having erected the necessary electrical power poles to allow a subdivision and any other further costs, less or charges including, but not timited to, hook up charges, monthly fees, membership fees; maintenance costs or the like shall be the sole and exclusive obligation of Buyer herein. It is further understood and agreed that the electrical installation or maintenance in the subdivision shall be furnished to a state than one hundred and twenty (120) days after the last lot in the subdivision or maintenance of the subdivision herein or the providing at such time as hereinabove set forth, of said electrical installation or maintenance of the subdivision is and argues that the subdivision. 24. Buyer understoatist and agrees that may and all claims, suits, actions or arbitration shall take place only in the appropriate Court in the City and/or Courty 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 record at request of Wynwood Agency, Inc. the <u>20th</u> day of November A.D., 19 95 _at ______ o'clock A_M., and duly recorded in Vol. M95 of Deeds on Page 31684 Bernetha G. Letsch, County Clerk FEE \$35.00 Βv annette. muelli