Allie Agreenieu. Segura Allie	io sich ent de	F.SCOTTIMEAD	OWE ALCO MAL	V			
THIS AGREEMENT for	Sale of Real	Estate dated As dos		N SALE OF PRO	PERTY	Page '	ZZ63
The disclosure contained CLATION, as Trustee and as cr	Department,9	IFORNIA, NATIO	NAL ASSOCIATIC	DN, a national bai shington 98164	nking associand	tiation, as Trustee, h	, is here
The disclosure contained CIATION, as Trustee and acc	in the followi	Phone ng paragraphs belov	where address is	1577~	D 7	Eintwe P(Buyer.	<u>+-7</u>
i. Seller agrees to sell to described as follows: Lot(s) E in Mt. Scott Meadows Subdivi office of the County Recorder of	Buyer, and B Block(s)	pliance with federal uver agrees to purc	hase from Seller, re	al property locate	ANK OF (OUNTY of Klamath	IONAL ASS
SUITOPO INGRAAF Catal		- coolider of salu C.	SHRIV AVCANDING AN			ween as ber man i	recorded is a
of Restrictions recorded in the feed	rded map of s Official Record	aid tract and specif	ically the covenants, i ically the covenants, ity, all of which are i	conditions, reserved and reserved to the second sec			CPC Nenasth H
I ne following disclosures	are being made	e in compliance with	h the Truth in Lendin	ng Act.		ence with the same e	ffect as thoug
I DREENTAGE RATE	FINANCE CHARGE	COMENCE PARTON Financ	nt and Californ Brancherer ed	Total of Payments		Total Sale Price	
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dale no otra dobryci obo marat ropoli a sciancacio na signa s	1,681		17. Second and go	her the brane of	duled.	your downpayment o	
You have the right to receive at the	his time an item	zation of the Amount	financed.	<u>s [3,68]</u>	.20	\$ 14,681.	20
Your payment schedule will be:	I do	not want an iteminutia	· · · · · · · · · · · · · · · · · · ·	ter general Materia Materia			
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			may will	not have to	o pay a pena	dty.	
See your contract documents for ar and prepayment refunds and penalt	1y additional infi ties.	ormation about nonpay	vment default any rea	not be enti uired repayment in	itled to a refi full before t	und of part of the financ	e charge.
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8. Red Property taxes for the current field year solid against the lot described herein shall be provated to the date of this Agreement. Buyer shalt a promptly pay all such taxes due after the date flereor, and shall be responsible for and shall pay when due all future real property taxes and similar promptly pay all such taxes due after the date flereor, and shall be responsible for and shall pay when due all future real property taxes and similar remedies available to it upon default of any Buyer's obligations, or the current field of the such as the provide the pay of the p

Buyer further understands that the property being purchased herein by Buyer does not include the purchase of any rail, 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 terminat-hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereunder and the contract has not been terminatbefore specified and those done, made, caused or created by Buyer. nyurocarbon substances beneath the surface of said land. However, so long as Duyer is performing netening in the contract has no occur terminate ed, neither 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 eo, nettuer Seller nor any person claiming from Seller shall have the right to enter upon the surface of the property sold by Seller to Buyer to 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 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 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-

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 1.5. An improvements made to or placed on sald property by Buyer shall be and become a part of sald 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 per-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 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

14. No representations, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seller to or with 14. The representations, agreements or warranties, whether express or implied, normeren expressivations, agreements or warranties, whether 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 were made or events or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties were made or express or implied, offining upon scher not expressly set forth herein and mar, it any such representations, agreements of 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.

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 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 may 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, or the amount of Seller's actual damages, whichever is greater.

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 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 sold the herein described property to satisfy the obligations hereof and shall cause such notice to be 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 stant them frequired by law having elapsed after recordution of such notice of default. Seller may sell property at the time and place of sale less than a time them inclusive to the parchaser 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 such sale of all or a portion of warranty, express or implied. The ponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The ponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. 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 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 with the sale. Seller shall apply the proceeds of the sale to payment of the following items in the following order: (1) All sums expen

price, exclusive or 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 accep-tance by the Seller shall operate as a full release of all Buyer's obligation hereunder. 19. Buyer and Seller spale area that this agreement will become binding, upon the Buyer and Seller two (2) days often the densities the US, meil of 19. Buyer and Seller spale agree that this agreement will become binding.

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. 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 Developents responsible only for the furnishing of said electrical power pole to the subdivision and any other further costs, fees, or charges including, but not limited 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 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 further greed by Buyer that Developer and seller shall not be obligated in any other manner in regard 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-

NOTICE: See other side for important information.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Unite of the	the 21st day
Filed for record at request of <u>Wynwood Agency</u> of March A.D., 19 <u>96</u> at <u>1</u>	o'clock PM., and duly recorded in Vol. M96,
of <u>March</u> A.D., 19 <u>90</u> at <u>1</u>	Bernetha G Letsch, County Clerk
FEE \$35.00	By

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