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Charles and the property taxes for the current tist of year 12 vied lagainst the 100 described bereal shall be provided to the date of this Agreement. Buyer shall be responsible for and shall be provided by when due all future real property taxes and similar remedies available to it upon default of any Buyer's obligations. Our constitute a breach of this Agreement for cancellation, Seller shall execute a for the cancellation of the surrent for the provided bereal shall be provided by the due all future real property taxes and similar remedies available to it upon default of any Buyer's obligations. Our constitute a breach of this contract, and Seller may, at its option, exercise all 9. Upon the payment in full by Buyer of all sums due hereunder and the surrender to Seller of this Agreement for cancellation. Seller shall execute a conditions, covenants, restrictions and rights of way now of record, along with all other matters specified in this Agreement and to all matters done, insurance issued by a reliable title company showing title 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 allocations cover and the surrent section and at Buyer's expense. Seller shall furnish to Buyer a policy of title before specified and those done, made, caused or created by Buyer. Buyer.

before specified and dose done, made, caused or created by suyer. 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 terminat-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. م 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 bomestead 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 perifull has been made or until Buyer has received written consent from Seller, Buyer will not commit waste or encumber said realty and during the pen-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. No representations, agreements or warranties, whether express or implied, not nerein expressive set forth nave been made by Selier 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 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 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 by Buyer is in excess of 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 the amount of Seller's actual 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 def all ouns secured netroy shall be impediately due and payaole at the option of definit. If the event of default, definit may event and the event 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 lawful money of the United States, payable at the time of sale. Seller may postpone such 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 time fixed by the preceding post-recitals in such deed of any matters or 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 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 to the person or persons legally entitled thereto. If the aforesaid alternative remedy is utilized by the Seller and Buyer has paid more the Fifteen Percent (15%) of the purchase price, exclusive of interest, then in that event Seller shall be entitled to ray 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 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 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 of all Buyer's obligation hereunder. 10. Buyer 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 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-

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, fees or charges including, but not limited to, hook-up charges, monthly fees, membership fees, maintenance be furnished to the subdivision shall be the sole and exclusive obligation of Buyer therein. It is further understood and agreed that the electrical facilities required to further agreed by Buyer that Developer and Seller shall not be obligated in any other manner in regard to the electrical installation or maintenance of 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-NOTICE: See other side for important information. AO HO AMAG BHT

## STATE OF OREGON: COUNTY OF KLAMATH: **SS**.

Filed for	record at request ofWynwood Agency, Inc.
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