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Seller, wh	hose address is True	ST Denartment	1010 Found A	NATIONAL ASSOCIATI yenue 7th floor Seattle W	ON, a na	n 98164 and	ciation, as Trustee hereinafter c
	disclosure containe	ed in the follow	Phone Phone	whose address is 808 624 - 39			HE CIRCLE Buyer. CALIFORNIA, NATIONAL AS
1. Se	eller agrees to sell	to Buyer, and	Buver agrees	to surchase from Salles			CALIFORNIA, NATIONAL AS
n'Mt. Sco	ott Meadows Subd	livision Tract	No 1027 aka	Mt. Scott Dinas in the		- <b>H</b> /6	
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## PROSVENCION

8. Real property taxes for the current fiscal year levied scalnst the fot described herein shall be prorated to the date of this Agreement. Buyer shall promptly pay all such taxes due after the date liefeor, 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 liefeor, 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 liefeor, and shall be responsible for and shall be responsible for and shall pay when due all future real property taxes and similar remedies, Buyer's failure to pay such taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all remedies available to it upon default of any Buyer's obligations. nt. Buyer shall

9. Don the phylacor in full by Bayer Stall sums due hereunder and the surrender to Seller of this Agreement for cancellation, Seller shall execute a Trustee's Gent Decisin favor of Rayer conveying and the three to Bayer. The and Neuronal Agreement for cancellation, Seller shall execute a Trustee's Gent Decisin favor of Rayer conveying and the three to Bayer. The and Neuron Agreement and to all matters done, conditions, covenants, restrictions and rights of way how of record store store to all other matters specified in this Agreement and to all matters done, made, caused or created by Buyer affecting title thereto. At Buyer's dection and it Buyer's expense, Seller stallyfurnish to Buyer, apolicy of title insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances, except those herein-hefore precified and those done made, caused or created by Buyer

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insurance issued by a reliable title company showing title to said property vested in Buyer tree from all liens and encumbrances, except those herein-before specified and those done, made, caused or created by Buyer. Buyer further understands that the property being burchared berein by Buyer does not niclude the purchase of any oil, gas and other mineral and hydrocartion substances beneath the surface of said land. However, so long as Buyer is performing hereunder and the contract has not been terminat-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 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 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. ing said property. 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 full has been made or until Buyer has received written consent from Seller, Buyer will not dommit waste or encumber said realty and during the peri-full has been made or until Buyer has received written consent from Seller, Buyer will not dommit waste or encumber said realty and during the peri-full has been made or until Buyer has received written consent from Seller, Buyer will not dommit waste or encumber said realty and during the peri-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 of warrantless, whether express or implied, not herein expressly set forth have been made by Seller to or with a Buyer. Buyer acknowledges that no persons have had not 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 interest 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 Ruyer 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 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 to his right to a conveyance nereunder; 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 demages, the parties agreeing that it would be imported and external difficult to fir such demager. If in the where the amount paid berein by buyer is less than integen 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, which one is a 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 effection to cause to be Suid the herein described property to satisfy the obligations hereof and shall cause such notice to be of such default and/of its effection to cause to be Suid 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 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 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 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 postlawful 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 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 recitals in such deed 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 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 accruiced interest at 10% per annum; (2) all other sums then secured hereby; (3) and the remainder, if any, to the person or persons legally entitled thereto. If the aforesaid alternative remedy is utilized by the Seller and Buyer has naid more than Fifteen to the person of persons legally entitled thereto. If the aforesaid alternative remedy is utilized by the Seller and Buyer has paid more than Fifteen Percent (15%) of the purchase price, exclusive of interest, then in that event Seller shall be entitled to retain the Fifteen Percent (15%) of the purchase price, exclusive of interest, then in that event Seller shall be entitled to retain the Fifteen Percent (15%) of the purchase price, exclusive of interest, then in that event Seller shall be entitled to retain the Fifteen Percent (15%) of the purchase 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 In ravor of and deriver to Seller, a good and sufficient Quinchaim Deeu to the said reary, and this acceptance by Seller shall operate as a functease 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 acceptance 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 diplicate 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 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 cests of 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 obligated in any other further costs. Fees or charges including but not limited to, hook-up charges, monthly fees, membership fees, maintenance cests of 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 no e obligated in any other manner in regard to the electrical installation or maintenance 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. STATE OF OREGON: COUNTY OF KLAMATH : SS.

Filed for record at request of Wynwood Agency, Inc of March A.D., 19 96 at 1:02	o'clock P.M., and duly recorded in vol,
of Deeds	on Page 7793 Bernetha G. Letsch, County Clerk
FEE \$35.00	By