Second cy m	15119	MILISCOTT	MEADOWS ALSO K ORM AGREEMEN	NOWN AS ANT	SCOTT PLAN	plm96 Page 2
THIS ACREEMENT f made by and between THE	or Sale of Re	ANDARD FC	RMI - BAGREEMEN	FOR SALE OF	PROPERTY	S reactions claring count intervention (D B 1990 Setting of the count of the
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CIATION as Trustee and as		wing paragrap	hs below are required t	o be made by T	UE DANK OR	d Buyer.
described as follows." Lot(s),	Block(s)	le 20	to purchase from Selle	r, real property	located in the	County of Klamath, State of Orec
office of the County Recorde	r of said Cour	nty Recorder o	of said County, exception	e County of KI	amath, State of	Oregon, as per map recorded in
Tacord on any state of the	corded map o	of said tract and	d specifically the cover	nts, restrictions,		Oregon, as per map recorded in 1 hydrocarbon substances beneath asements, rights and rights of way is set forth in that certain Declarat perce with the same effect as thou
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and a set of a set of alarm a	SL TIVI	6 60	\$9405	and series	-	\$10.45,00
You have the right to receive a	t this time an ite	mization of the	Amount financed.	2. 3 7.6 7	91,60	\$17,236,60
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WHITE and GREEN: BANK OF CALIFORNIA

PINK: BROKER GOLDENROD: BUYER AT TIME OF SIGNING

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8. Real property taxes for the current fiscal via levied against the 10f described herein shall be prorated to the date of this Agreement. Buyer may promptly pay all such taxes due after the date lifereoit, and shall be responsible for and shall be prorated to the date of this Agreement. Buyer may levies, 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 9. Upon the payment in full by Buyer's obligations. The property to Seller of this Agreement for cancellation. Seller shall execute a Trustee's Grant Deed in favor of Buyer conveying said property to Buyer, free and clear of all liens and encumbrances, but subject to all easements,

9. Upon the payment in tuil by buyer or all sums due nereunder and the surrender to Seller of this Agreement for cancellation, Seller shall execute a Trustee's Grant Deed in favor of Buyer conveying said property to Buyer, free and clear of all liens and encumbrances, but subject to all easements, conditions, covenants, restrictions and rights of way now of record, along with all other matters becified in this Agreement and to all matters done, made, caused or created by Buyer affecting tile thereto. At Buyer's election and at Buyer's expense, Seller shall furnish to Buyer a policy of tile insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrance, accent these herein insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances, except those herein-

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-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 movel of or avaloration for the aforementioned natural resources below the surface of said land. How the natural resources below the surface of said land. How the right to enter upon the surface of the property sold by Seller to Buyer for the ed, netther 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 affecting said property.

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 🔽 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 13. All improvements made to or placed on said property by Buyer shall be and become a part of said property. Buyer agrees that unit payment in a 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 to now 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

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 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 given and are not barein expressly set forth each every and all thereof are of no force or effect. This Agreement is the only agreement between 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

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 become due, or (b) in the repayment after definition of any another nettern agreed to be repaid, or (c) in the observance of performance of any once 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 the default is defined automatically concelled and terminated at Seller's entions and in the start of such amendation 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 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.

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 less than a time then required by law having elapsed after recordation or such notice of sale having been giving as then required by law and not 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 it lawful money of the United States, payable at the time of sale. Seller may postpone sale of all or a portion of said property bublic announcement at 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 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 or facts shall be conclusive proof of the truthfulness thereof. Any person, including Seller or Buyer may purchase 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 under the terms bereaf, not then repaid with record distance in 100° or any order (2) all other and the following order: (1) All sums expended by Seller with the sale, scher 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 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 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, or Seller's actual damages, which ever is oreater 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.

Is, 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 of all Buyer's obligations hereunder. Buyer and Seller further agree that in the event Buyer rescinds this acceptance by Seller shall operate as a full release 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 Quitelaim Deed to the said real sufficient Quitelaim Deed to the said real sufficient of said sufficient of the said real sufficient of the said sufficient of said sufficie 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 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.

22. Developer herein has installed 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.

ther responsibility in any manner in connection incremin. 23. Developer shall have electrical facilities furnished to the sub-ivision 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 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 further agreed by Buyer that Developer and Seller shall not be 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. 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

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STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Wynwood Agen of A.D., 19 96 at	
of <u>Deeds</u> FEE \$35.00	on Page Bernetha G. Letsch. County Clerk
	By Ching Cussel