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	INIS AGREEMENT T	or Sale of Real Estate	dated the data a one	day of	pine 10 95		
t Ą R	IVA BRANDT,	Department, 910 Fo	with Avenue, 7th floor.	SOCIATION, a national bank Scattle Washington 98164 and thress is 49 19 19 19 19 19 19 19 19 19 19 19 19 19	SEFFREY and		
K	The disclosure containe	d in the following pa	Phone Por are real	42-8057, hereinafte	Trailed Buyer. NK OF CALIFORNIA, NATIONAL ASSO		
C	LATION, as Trustee and as 1. Seller agrees to sell t	creditor, in compliand	e with federal laws.	A set to be made by THE BAI	W OF CALIFORNIA. NATIONAL ASSO		
di in	1'ML Scott Meadows Subd	Wicion Trant Ma 10	27. 1. 74. 0				
SE SE	Intace thereof Said convey	بلانية مستحط المطع متعط		append on, gas and outer think	and inverse hences henc		
e of	Restrictions recorded in th	a Official Description of	10	eovenants, conditions and res	tions, easements, rights and rights of way trictions set forth in that certain Declaration by reference with the set of the set of the set		
i _	The following disclosure	Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by reference with the same effect as though d Declaration were fully set forth herein. The following disclosures are being made in compliance with the Truth in Lending Act.					
	ANNUAL	FINANCE	ter en tr Amount en en tr				
, si	PERCENTAGE RATE	CHARGE	Financed	Total of Payments	Total Sale Price		
12	Syour credit as my all with	The dollar in the amount the credit will describe any the credit will describe any the cost your	schulle o credit provided	The amount you will thave paid after the amount you will thave paid after the you have made all	purchase on credit, including		
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	Security: You are giving a seci	arity interest in:	Pre-Pay	ment: If you pay off early, you			
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199	See your contract documents for and prepayment refunds and pre	or any addional information	tion about nonpayment, de	fault, any required repayment in fu	ed to a refund of part of the finance charge.		
	2. The unpaid balance sha	an an an an an an Araba	<u>Kanada ang sang sang sang sang sang sang sang</u>	en la constante de la constante			
prep Buy ing l pose addr notic retur shall follo Depa cance	Buyer shall have the right baid finance charge (interest 3. Seller will retain a secu- er's rights hereunder. After 4. Any notice to Buyer may by Buyer, Buyer understand est of Seller herein. Notice cess of demands provided or m receipt requested. Notice cess or demands provided or m receipt requested. Notice of he signing of the coi f. Buyer acknowledges that of the following: (CHECK	to pay in advance the) which is unearned a: acquired property, wh y be given to Buyer al s and agrees that Buy ed to Buyer. Any not to seller shall be give permitted hereunder, shall be deemed give ereof. pillon to cancel your ntract or Agreement. perty Report prepare an Development, in a (2) years from the dat the has received, read WHERE APPLICAB lifornia, Department of Public Report and Po	unpaid balance of this s of the date of said prep l property described abo ich becomes affixed as it the address stated in th er shall be fully respons ices of change of addres yen only at the address shall be in writing, and en seven (7) days after. Contract or Agreemen l pursuant to the rules a idvance of your signing e of signing. I and understood and sig LE)	contract as was hereinabove pr ayment. we, consisting of a legal title u part of said real property, will is Agreement or at any address ible to keep Seller informed of ss shall be sent, forthwith by at which Buyer's payments a shall be served either persona placed in the mail as set forth t of Sale by notice to the Sellen at regulations of the Office of the contract or Agreement, the med a copy of this Agreement	umber of years required to complete pay- in Paragraph 17 on the reverse side here- ar charges in the event of a late payment. rovided and obtain a partial refund of any under this contract of sale, subject only to be subject to said security interest. subsequently delivered to Seller in writ- the current address of Buyer for the pur- Buyer upon said change, certified to the re from time to time made. Any and all above. The provisions of this paragraph er until midnight of the fourteenth day Inter-State Land Sales Registration, U.S. te contract or Agreement of Sale may be and also received, read and understood a blic Report tate Commissioner		
м.,	tal. As the for the s		S. Housing and Urban D	evelopment ce of Disclaimer	tate Commissioner		
1. L. L.		THE FOLL	WING STATEMENT	IS INCOMOLOTICATE NUMBER			
÷ i	E 7: Buyer acknowledges that	he has received and a	and in many of the NT-	EDERAL IRUTH IN LENDI	NGACT		
ess ti Calife	han fourteen (14) calendar	days from the date o	f execution of this Agn	calendar days from the date eement by the Buyers herein a	NG ACT Buyer understands that he is entitled to of execution of this Agreement but not as required by the Laws of the State of ing by notifying MT. SCOTT PROPER- e the date indicated on said Notice of		
nd pr	Suyer has read and understa rovisions are incorporated h NOTICE: See other side for	nds all of the terms a erein by reference and r important informa	nd provisions stated on are fully a part of this a	the reverse side hereof and Bu agreement.	yer and Seller agree that all such terms		
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raine)				1100	Seller		

WHITE and GREEN: BANK OF CALIFORNIA

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CANARY:	DEVELOPER
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PINK: BROKER

GOLDENROD: BUYER AT TIME OF SIGNING

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8. Real property taxes for the current fiscal year levied against the list described herein shall be provated to the date of this Agreement. Buck Shall promptly pay all such taxes due after the date list field of the shall be be sponsible for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes shall be be sponsible for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes shall be be be sponsible for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes shall be be be been due to be be be been due to be be be been due to be be insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances, except those hereinbefore specified and those done, made, caused or created by Buyer.

Buyer further understands that the property being furchased 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 terminatedineither 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.

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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 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-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 or encumbrance is placed thereon.

14. No representations, agreements or warranties, whether express or implied, not berein expressly set forth have been made by Seller to or with 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 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 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 Agreened on the part of the partes shart be deemed automaticany cancened and terminated, at Sener's option; and in the event of such cancenation 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.

damages, whichever is greater. As an alternative remedy to Seller, upon default by Buyer is 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 ejection 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 Klamsth, Oregon. Notice of sale having been giving as then required by law and not 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 postsuch 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 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 accrued interest at 10% per annum; (2) all other sums then secured hereby; (3) and the remainder, if any, 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, 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 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.

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 electricity and any other further costs, fees or charges including, but not himited 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 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.

	Agency, Inc. the 21st day
	at 1:02 o'clock P M., and duly recorded in Vol. M96
of <u>Deeds</u>	the rage
FEE \$35.00	Bernetha G. Letsch, County Clerk By Church Subsell
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