•	property taxes and similar	no to sise sili (Midisco)   Issi silili   STANDARE	TIMEADOWS ALSO R	NOWN:AS MT. SCOTT PIN TFOR SALE OF PROPERTY	Volma Pagé
n	THIS AGREEMENT	for Sale of Real Estate da	ated the down in 137	LOW SALE, OF PROPERTY	The sale of the sale of the sale
S	eller, whose address is Tri	ist Department, 910 Fourt	IA, NATIONAL ASSOCI	IATION, a national bank of as the Washington 98164 and 15 72 19 19 19 19 19 19 19 19 19 19 19 19 19	sociation, as Trustee, hereinafu
-	and Joan / FRO	19519 Handand	ha the whose address	washington 98164 and 1	anald & KROL
	The disclosure contain	ed in the following parag	raphs below are required	970 hereinafter call	d Buyer. F CALIFORNIA, NATIONAL
	TATION, as Trustee and as 1. Seller agrees to sell	s creditor, in compliance value and Buyer age	with federal laws.	to be made by THE BANK O	F CALIFORNIA. NATIONAL
d: in	escribed as follows: Lot(s)	), Block(s)	3 3 Your	ler, real property located in the	County of Klamath, State of C
oi	fice of the County Paged	1. 102/,	aka Mt. Scott Pines, in t	he County of Klamath Con.	
re	cord or annearing in the	miles shar de made subje	ct to all conditions, coven	lants restrictions recommend	is ny diocarbon substances bene
or sa	id Declaration were fully s	et forth harris	imath County, all of whic	h are incorporated herein by re	easements, rights and rights of ns set forth in that certain Decl ference with the same effect as
ے	The following disclosur	es are being made in com	pliance with the Truth in	Lending Act	which the same effect as
7	MANNTIAL	FINANCE / DBZ //mod i.			
<b>3</b>	PERCENTAGE RATE	CHARGE	Amount Financed	Total of Payments	Total Sale Price
2	The cost of your credit as	The dollar amount the	The amount of		
<b>9</b>	a yearly rate.	cost you.	to you or on	The amount you will have paid after you have made all	The total cost of your purchase on credit, including
	A	a normal y bossor	your behalf.	payments as scheduled.	your downpayment of
litte Test	of the left with the field America. But he within the first of the	:46V1 20	9000	12/12/20	s 1000
117	Olivina Street	1300   16 <b>99</b>    1690   1600	15 / 000 -	s/768/-	15/468/20
1/195	You have the right to receive	at this time an itemization of		Condition of the Condit	
10	Ini no chat his is an in her inzan Your payment schedule will l	I do not want,	an itemization.	Part of the Control o	
Jag	Number of Payments		<u>et ille i lagi</u> prima e la companyone di co	Medical Programme Control (1997)	
	120	Amount o	f Payments	When Payments Are	Due
100	mores partitioners, od familia	on zo i di are dil procingi	179 — Er Kirmer Microff Serromerati este ve	(J42/1)	green
1	Security: You are giving a secu	IDILY interest in	to the other particular	- 2/ex/vg_	ept 1995
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760	Sales Selection of the Control of th	the first control of the control of	may May	will not have to pay a p	
Jaji S a	ee your contract documents fond prepayment refunds and pe	or any additional information	about nonpayment, default	will not be entitled to a any required repayment in full before	refund of part of the finance charge
1000		All the her trackets of	1. Bet 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	14 Table American ton Dele	te the scheduled date,
prepa	id Enance charge (interest)	which is ullearned as of	the date of said prepayme	ict as was hereinabove provided	and obtain a partial refund of
Buye ing by pose addre notice return	aid Finance charge (interest, 3. Seller will retain a secur rise rights hereunder. After, 4. Any notice to Buyer may buyer. Buyer understand of having any notice mails as, of Seller herein. Notice so, or demands provided or receipt requested. Notice	rity interest in the real pro acquired property, which y be given to Buyer at the s and agrees that Buyer st ed to Buyer. Any notices to seller shall be given permitted hereunder shal shall be deemed given se	pard barance of this contra- the date of said prepaymen- perty described above, or becomes affixed as part of address stated in this Agriall be fully responsible to of change of address shall only at the address at whall be in writing, and shall even (7) days after placed	ict as was hereinabove provided int.  onsisting of a legal title under the fisaid real property, will be subsequent or at any address subsequent or at any address subsequent of the cutting the sent, forthwith by Buyer ich Buyer's payments are from the served either personally or the first provided the served of the cutting the served of	If and obtain a partial refund of his contract of sale, subject onliget to said security interest, quently delivered to Seller in virent address of Buyer for the upon said change, certified to in time to time made. Any and by certified mail, postage prep
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8. Real property taxes for the current fistial year levied against the lot described herein shall be prorated to the date of this Agreement. Buyer shall property taxes due after the date levies, indishall be responsible for and shall pay when due all future real property taxes and similar levies, Buyer's failure to pay such taxes and similar 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.

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 Trustee's Grant Deed in favor of Buyer conveying said property to Buyer's free and clear of all lies and engineering but subject to all exercents.

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 specified in this Agreement and to all matters done, made, caused or created by Buyer affecting title thereto. At Buyer's election and at Buyer's expense, Seller shall furnish to Buyer a policy 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 hereinbefore specified and those done, made, caused or created by Buyer.

Buyer further understands that the property being purchased berein 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 terminated by Sallar 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. 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

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 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 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 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 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 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 network of the purchase price. 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.

As an alternative regardy to Seller, upon default by Buyer in payment of any indebtedness secured hereby or in performance of any agreement hereunder, 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 telection 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 fixed by it in early notice of the county is a whole or in parcels and in such order as it may determine at public auction to the highest hidder for cash in 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 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 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 or persons legally entitled thereto. If the aforeshid blternative remedy is utilized by the Seller and Buyer has paid more than Fifteen 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, whichever is greater and Buyer shall be entitled to any remainder.

181, 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.

231 Developer shall have electrical facilities furnished to the subdivision herein by having erected the necessary electrical power poles to allow a book 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 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 nettions or arbitration shall take place only in the supportant Court in the City and on the ci

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

STATE OF OREGON: COUNTY OF KLAMATH:	ß.
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Filed for record at request ofMarch	o'clock P M., and duly recorded in VolM96 on Page 7811	day
FEE \$35.00	Bernetha G. Letsch, County Clerk	