Volm96 Page 78134 -5 LESUB Janmoor and the set of The SCOTTIMEADOWSLALSO, KNOWN AS MT, SCOTT PINES mannat THIS AGREEMENT for sale of Real Estile dated the durind a signification of the sole of the sale of the sole of the este al.

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, real property located in the County of Klamath, State of Oregon, described as follows: Lot(s), Block(s) 100, as per map recorded in the County of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County Recorder of said County, excepting oil, gas and other mineral and hydrocarbon substances beneath the sufface thereof. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, rights and rights of way of performance of the action performance of t record or appearing in the recorded map of said tract and specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by reference with the same effect as though of Restrictions recorded in the other and the state of th la ser i

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PERCENTAGE RATE	FINANCE MET AREAD OF W	HAmount of Burstmann and Bara	Total of Payments	Total Sale Price
The cost of the article agents of the second	The dollar program in the program of	The amount of the the treatment of you or on you behalf,	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
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You have the right to receive	at this time an itemization of th	e Amount financed.	after dae heer After 1997 - Jack State	•
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See your contract documents.	for any additional information a cenaltics.	bout nonnovment detault anv	required repayment in full befo	re the scheduled date,
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2. The unpaid balance sh	all be paid in <u>120</u> equ	al monthly installments of _	4/50 === 1	Dollars or more including intere
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

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8. Real property taxes for the current fiscal year levice against the lot described herein shall be prorated to the date of this Agreement. Buyer shall property taxes for the current fiscal year levice 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 herein due shall constitute a breach of this contract, and Seller may, at its ontion, exercise all

promptly pay all such taxes due after the date thereof, and shall be responsible for and shall pay when due all future real property taxes and similar papers. 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, off and shall only a different for cancellation. Seller shall execute a 9. Upon the payment in full by Buyer of any Buyer's obligations, off and the surrender to Seller of this Agreement for cancellation. Seller shall execute a 9. Upon the payment in full by Buyer of all sums due bereuder and the surrender to Seller of all liens and encuptrances, but subject to all easements. Trustee's Gragt Dect in taxor of Buyer conveying said property to Buyer, free and clear of all liens and encuptrances, but subject to all matters done, 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 herein-before specified and those done, made, caused or created by Buyer. Buyer further understands that the property being purchased herein by Buyer hore bot include the methods of any oil, as and other minamet and

before specified and those done, made, caused or created by Buyer. 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-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 said land. Upon the payment in full and performance by 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 to the Buyer to 2 deed as provided for barein, there shall further appear upon the face of said deed this waiver of surface entry.

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 to, buyer shall keep, preserve and mannam said property in good order and condition, buyer shall not commit or permit waste or said property; and Buyer shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, right and rights of way relating to or affect-

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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

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-do 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 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 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 encumorance is placed inercon. 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, agreement is the only agreement between events or effect. This Agreement is the only agreement between express or implied, onlying upon scher not expressly set form herein and may in 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 Solve and Buyer and all prior expression expressions and are not herein expression expressing expression expression e

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 berein 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. and use application of such payments by some small of conclusive upon super. 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 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 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. 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 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 of such default and of its election to cause to be sold the herein described property to satisfy the obligations here giving as then required by law and not 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 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 lawful money of the United States, payable at the time thereafter may postpone such sale by public announcement at the time fixed by the preceding post-such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or warranty, express or implied. The 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 ideducting all costs, fees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in connection at such 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 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 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, 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, 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 any remainder. price, exclusive of interest; or Seller's actual damages, whichever is greater 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. 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 Onitelaim Deed to said reality; and this acconrescussion and senior tenders an sums neretotore 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 reality; and this acception and upon the demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quitclaim Deed to said reality; and this acception and upon the demand of Seller.

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 a second to the Buyer in considered with the resultions of account 4 hards with restore around ance by the Seller shall operate as a full release of all Buyer's obligation hereunder.

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

22. Developer herein has installed the interior roads in the Mt. Scott subdivision. Buyer hereby agrees that neither Developer or Seller has any furassets of the trust estate and not the assets of Seller in any other capacity.

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 of the first or the first sole and exclusive obligation of Buyer herein. It is further understood and agreed that the electrical facilities required to furnished to the subdivision is sold. It is further understood and agreed that the electrical facilities required to be furnished to 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 in 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 24. ther responsibility in any manner in connection therewith.

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. OREGON: COUNTY OF KLAMATH : ss.

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