Inde see direction a state to state and an intersecont interation with the second direction of the sec

The disclosure contained in the following paragraphs below are training for the BANK OF CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition in compliance with redeat a sub-based is a property of the BANK of CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition in compliance with redeat a sub-based is a property of the BANK of CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition in compliance with redeat a sub-based is a property of the BANK of CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition, in compliance with redeat a sub-based is a sub-based in the following paragraphs below are trained to be male by the BANK OF CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition in compliance to purchase from Seller and the purchase of the BANK of CALIFORNIA, NATIONAL ASSO-CIATION, as Trustee and as credition in compliance with redeat a sub-based of the bank of the compliance of the purchase from Seller and the bank of the Computer of the compliance of

CIATION, as Thistee and as creditor, in compliance with rederal taws. 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) and Duning Lob CACi In another and value and value in MV. Scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, in the County of Klamath, State of Oregon, as per map recorded in the budget of the County of Klamath, State of Oregon, as per map recorded in the Scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, in the County of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, in the County of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, and the county of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, and the county of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, and the county of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, and the county of Klamath, State of Oregon, as per map recorded in the scott Meadows Subdivision, Tract No. 1027, aka Mr. Scott Pines, and Buyer and Buyer and Scott Pines, and Buyer and Scott Pines, and Buyer and Buyer

office of the County Recorder of said County Recorder of said County, excepting oil, gasland other mineral and hydrocarbon substances beneath the surface thereof. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations; easements, rights and rights of way of 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 said Declaration were fully set forth hering a strander a molecular to a strand strands in the provident of the strands of the dog.

2

S

324

11	PERCENTAGE RATE	FINANCE ST CHARGE	a comoti s - s	nAmountane confor non m Financed	The brotal of all to active heat app. Payments in the new contents	Total Sale Price
221	divearly rate and in the	credit will	olar timme www.lowed	er shall berorhuberennen n Seller, (bebroorden e popporter gonorous) your brances and the seller	not thave naid affer a transmenter	The total cost of your purchase on credit, including your downpayment of
tth ter	n mailt by Seller to or w	od ove Sine Aus Tacitat	3- 77 -60	s or with or the bore in	\$ 14, 877.60	s 1000 s 15,877.60
าก กว	You have the right to receive	at this time an it	cencesentation mization of the	risus van i tent ban aier Amount financed.	eller not oxpressly set forth h of forth code, every and all	2 marta dallarich de la co eta e serie accoración de la co
	I want an Itemizat	tion I	do not want an	itemitation in ord hornor of	é suone franceur frankaite and an	a mu na Brian an 16 ann Marsaichtean an 18 An
-73	Your payment schedule will	igmporigA shift :	ign or transfe	, Buyer shall not sell, assi	to energy based by a full in full	ge welen ban wele stationen ber
	Number of Payments				When Payments Are D	le
	120		12	3 · 9 Devel gene	Vizula on all 12 8 T	Hr
le:	hall be a condition preced	e bao et robrue	bligations br	by nee Buyer of all his ol	oncarrelises Bot Loss testers	A get Anna get ange a
200	as off and <i>n</i> tension but. Security: You are giving a se	largenning to all	any installate	to insurveg out in the of the top.	un od sluptol, blosis (as. 15). vou nav officarly, vou	Phone Marcha Buchello III.
· *	• • • • • • • • • • •	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.				an a
ao.	光井の2005 住また、というからうちゃ	Fin bra moitor	e destination to the	rational back bellever	Under rates barrenshies to a	and the second second
χų	n niotsu Losq Landons och Ses vour contract documente	. George de Vonig	nitadozo) son	in skinoner may	will not be entitled to a will not be entitled to a will not y required repayment in full befor	efund of part of the finance charg
	and prepayment refunds and	penalties.	actor o tata ta:	ona sence result of the sence and	ជាអាចថ្មីទី ប៉ុណ្ណែសារ សារប្រណ៍	e ine scheouleu date,
		ほう びんてき しゅうしん かいたちしん しより	2 28 ROLLY D 10	RIRE SCRATER PHE FULL .	· 4. 8년 11일 11일 11일 11일 11일 11일 11일 11일 11일 11	しょうたいしょう かいたい 主義行動 シー・ション・トレ

of said unpaid principal balance and interest shall be gaid, and on the same day of each month thereafter a like installment shall be paid until the total unpaid principal balance and interest have been paid in full. Interest to begin to accrue on the 1200 day of 1200 day of

ment in decordance with the terms herewith is <u>LT2</u> years. In the event of a late payment, the provisions in Paragraph 1/ on the reverse side here-of shall apply. Under no circumstances, however, will, Buyer be subject to any default, delinquency or similar charges in the event of a late payment. Buyer shall have the right to pay in advance the unpaid balance of this contract as was bereinabove provided and obtain a partial relation of any prepaid finance charge (interest) which is useamed as of the date of said prepayment, may be a legal title under this contract of sale, subject only to Buyer's rights hereunder. After acquired property, which becomes affixed as part of said real property, will be subject to said security interest.
4. Any notice to Buyer may be given to Buyer at the address stated in this Agreement or at any address subsequently delivered to Seller in writing by Buyer, Buyer understands and agrees that Buyer, shall be fully responsible to keep Seller informed of the current address of Buyer for the purpose of having any notice to seller shall be given only at the address at which Buyer's payments are from time to time made. Any and all notices of seller here in Notice to seller shall be given only at the address at which Buyer's payments are from time to time made. Any and all notices of demands provided of permitted hereunder shall be in writing, and shall be served either personally or by certified mail, postage prepaid, return receipt requested. Notice is all be deemed given served of a strend regulations of the Office of the Seller until midnight of the fourteenth day for which be deemed given served of regulations of the Office of line-State Land Sales Registration, U.S. Department of the origet of Regulations of the origet of the date of Seller here. The shall regulations of the Office of Lange, created and understood a strend provided in the date of regeneration of the contract or Agreement of Sale by hoffice of line-State Land Sales Registration, U.S. Department of Ho

add of globas basands of Balk as the Isation we CLS: Housing and Urban, Development, robes, as a strain as and strain as a str

THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE

DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT 7 Buyer acknowledges that he has received and read a copy of the Notice of Rescission Rights whereby Buyer understands that he is entitled to They acknowledges that he may receive and read copy of the volce volces is not regins whereby Buyer inderstands that he is endued to rescind this transaction without any penalty or obligation within <u>art dragoloval</u> days from the date of execution of this Agreement but not less than fourteen (14) calendar days from the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the California Department of Real Estate. Notification of such rescission must be made in writing by notifying MT. SCOTT PROPER-TIES, 433 Callan Avenue, Suite 202, San Leandro, California 94577; by mail or telegram on or before the date indicated on said Notice of Rescission Rights. **Rescission Rights.**

Rescission Rights. Buyer has read and understands all of the terms and provisions stated on the reverse side hereof and Buyer and Seller agree that all such terms and provisions are incorporated herein by reference and are fully a part of this agreement. NOTICE: See other side for important information.

510/	IN WITNESS W	HEREOF, the pa	rties hereto have executed	I this Agreement the da	y and year first above written.	

D Alnia G. Aunes	Buyer	THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION,
	 Buyer	a national banking association, as Trustee
liner's Intra-	Buyer	$\frac{1}{10000000000000000000000000000000000$
	Buyer	Title Sci

I Astrophy taxes for the cohemication year to be diagonal file 90 described herein shall be provided by the date of this Agreement Surger shall promptly pay all such taxes due after the date files in the best of the 90 described herein and shall pay when the bat of this Agreement Surger shall promptly pay all such taxes due after the date files in the best of the 90 described herein and shall pay when the bat taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all resurces and by a reliable to taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all resurces and the surger of the bayment in the by Puyen of 8 sums due hereander and the surger and the surger of this Agreement for cancellation, Seller shall exercise a conditions, coverants, restrictions and rights of way now of record, along with all other matters specified in this Agreement and to all exercises does not be caused or created by Buyer alleging, ulle thereto. At Buyer's election and at Buyer's expense. Seller shall form in the by the shall company showing title to said property vested in Buyer's expense. Seller shall form in the by the shall company showing title to said property vested in Buyer's expense. Seller shall form in the boord of the same does herein the said property vested in Buyer's expense. Seller shall form in the boord of the same does herein the said property vested in Buyer's expense. Seller shall form in the boord of the same does herein the same does and at Buyer's expense. Seller shall form in the boord of the same does herein the said property vested in Buyer's expense. Seller shall form is to Buyer a policy of title insurance issued by a reliable title company showing title to said property vested in Buyer's expense. Seller shall form is to Buyer a policy of title insurance issued by a reliable title company showing the to said property vested in Buyer's correct form all lifes and encomplanees, except those

insurance issued by a reliable tute company showing tute to said property vestes in payes due hour insurance issued or created by Buyer, notes and property being purchased herein by Buyer, notes and property does and hour or source to not an order of the source of any oil, gas and other mineral and hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereinder and the contract has not been terminat-hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereinder and the contract has not been terminated neither Seller not 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 citiling 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-ing 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 The hard become a part of said property by 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.

2

14. No representations, agreements or warranties, whether express or implied, not herein expressive 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 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 5

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 have here the amount paid herein by Buyer is less than fifteen Percent (15%) of the purchase price (excluding any interest), the amount paid herein mail to mate the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest), the amount paid herein mail to the purchase price (excluding any interest). 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 herein-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 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 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 of 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 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 expresses 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 hereor, not their repair with accided interest at 10% per simular? (2) all other sums then secure hereby; (3) and the remainder, if any, to the berson or bersons legally entitled thereto. If the addressid alternative remedy is utilized by the Seller and Buyer has paid more than Fiftee to the person or persons legally entitled thereto. If the atoresaid 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, which 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 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 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 accep-tense but months caller shall once as a full Buyer's obligation between to seller a good and sufficient Quitclaim Deed to said realty; and this accep-tense but months caller shall once as a full Buyer's obligation between the said realty. tance by the Seller shall operate as a full release of all Buyer's obligation hereunder astron

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 is more than the 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 fur-ther responsibility in any manner in connection therewith at LASECTER HIT OF THE MARKET AND A THE ARCHITECTER AND

hook up by Buyer to said electricity. It is agreed by Buyer that Developer is responsible only for the furnishing of said electrical power poles to anow a subdivision and any other further costs, fees or charges including, but not limited to, hook-up 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 the farges, 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 beryding or the web distribution of the subdivision is sold. It is 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.

Buyer has read and undrought the terms and provisions stated in this Agreement for Sale of Property, and all such terms and provisions hereof are fully a part of this contract.

NOTICE: See other side for important information. See Other State

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at requ	est of Wyn	Wynwood Agency, Inc.			the		
of August	A.D., 19 _96 ai	1 9:27	o'clock AM., and duly red	corded in	VolM96	,	
	of <u>Deeds</u>		on Page26060	· · ·			
	i i i i i i i i i i i i i i i i i i i		Bernetha G Letsch, Con	unty Clei	rk		
FEE \$35.00			By <u>China</u>		would		
			X	· `			