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THIS AGREEMENT for Sale of Real Estate dated the 28th day of MARCH, 1995, is hereby made by and between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association, as Trustee, hereinafter called Seller, whose address is Trust Department, 910 Fourth Avenue, 7th floor, Seattle Washington 98164 and ALFREDO J. NUÑES 1301 CALIFORNIA AVE. WAHIAWA HI, 96786 hereinafter called Buyer.

The disclosure contained in the following paragraphs below, are required to be made by THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance with federal laws.

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) 2, Block(s) 9, 2nd and 3rd Block 7 in Mt. Scott Meadows Subdivision, Tract No. 1027, aka Mt. Scott Pines, 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 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 herein.

The following disclosures are being made in compliance with the Truth in Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your 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
<u>11</u>	<u>5877.60</u>	<u>9000</u>	<u>14877.60</u>	<u>\$1000</u>
				<u>\$15,877.60</u>

You have the right to receive at this time an itemization of the Amount financed.

☐ I want an itemization. ☒ I do not want an itemization.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>120</u>	<u>123.98</u>	<u>28th</u>

Security: You are giving a security interest in: ☒ the goods or property being purchased, ☐ your interest in the goods or property being purchased.

Pre-Payment: If you pay off early, you ☒ will not ☐ have to pay a penalty.

☒ will not ☐ be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

2. The unpaid balance shall be paid in 120 equal monthly installments of 123.98 Dollars or more including interest at 11 percent per annum on the unpaid balance, commencing on the 28 day of JUNE, 1995, the first installment of said unpaid principal balance and interest shall be paid, 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 28 day of MAY, 1995. All or any part of the unpaid balance may be prepaid without penalty on the monthly payment date. The number of years required to complete payment in accordance with the terms herewith is 10 years. In the event of a late payment, the provisions in Paragraph 17 on the reverse side hereof 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 hereinabove provided and obtain a partial refund of any prepaid finance charge (interest) which is unearned as of the date of said prepayment.

3. Seller will retain a security interest in the real property described above, consisting of 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 mailed to Buyer. Any notices of change of address shall be sent, forthwith by Buyer upon said change, certified to the address of Seller herein. 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 or demands provided or permitted hereunder shall be in writing, and shall be served either personally or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed given seven (7) days after placed in the mail as set forth above. The provisions of this paragraph shall not apply to Paragraph 5 hereof.

5. You (Buyer) have the option to cancel your contract or Agreement of Sale by notice to the Seller until midnight of the fourteenth day following the signing of the contract or Agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Inter-State Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or Agreement, the contract or Agreement of Sale may be cancelled at your option for two (2) years from the date of signing.

6. Buyer acknowledges that he has received, read and understood and signed a copy of this Agreement and also received, read and understood a copy of the following (CHECK WHERE APPLICABLE):

- ☒ State of California, Department of Real Estate
- ☒ Subdivision Public Report and Permit
- ☒ Oregon Real Estate Commissioner
- ☒ U.S. Housing and Urban Development
- ☒ State Property Report Notice of Disclaimer

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 rescind this transaction without any penalty or obligation within 14 calendar 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 PROPERTIES, 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.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Alfred J. Nunes Buyer  
Kim Cacace Buyer  
U.P. Buyer  
Title Seller

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By Cheryl Howell