Links 1993 Control A side to such and Alle Scont interadows ALSO KNOWN AS MT. SWOLDING 10 Page 26062 internal the set of agoing loss onunit STANDARD FORME & AGREEMENT FOR SALE OF PROPERTY. THIS AGREEMENT for Sale of Real Estine dated the discourd 74 Henrol link, out called of PAPERTY. THIS AGREEMENT for Sale of Real Estine dated the discourd 74 Henrol link, out called of PAPERTY. THIS AGREEMENT for Sale of Real Estine dated the discourd 74 Henrol link, out called of PAPERTY. THIS AGREEMENT for Sale of Real Estine dated the discourd 74 Henrol link, out called solve and the solve of the solve of the solve of the discourd 74 Henrol link, out called a solve of the discourd 74 Henrol link of the solve of the so

CIATION, as Trustee and as creditor, in compnance with rederat 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), Block(s) <u>Block of Grant County</u> And in international bound bounds of Klamath, State of Oregon, as per map recorded in the office of the 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 surface thereof. Said conveyance shall be made subject to all conditions, covenants, conditions, and restrictions set forth in that certain Declaration 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 hereina, chromosat, choire data could be a chromosof of a characteria in the following disclosures are being made in compliance with the Truth in Lending Act.

The cost of the dollar field label to the product of the amount of the	PERCENTAGE RATE	FINANCE antesared a	n an in Amount in 1943 and 1943 Financed	Total of a second secon	Total Sale Price
You have the right to receive at his time an itemization of the Amount financed bits the staff distribution receive at his time an itemization. I want an Itemization. I do not want an itemization of the Amount financed bits the staff distribution of the Amount of Payments are bits and the bits of the staff distribution of the Amount of Payments are bits and the bits of the staff distribution of the Amount of Payments are bits and the bits of the		a summer and a fam. we a taken the	secord coordination without the second second	I TRAC DELO SACT	purchase on credit, including your downpayment of
You have the right to receive at this time an itemization of the Amount financed 	na na ar 10192 (c) obsta a Maio osinanso no ciliar	ad 57500000000000000000000000000000000000		\$ 1520160	\$ 1720,60
I want an Itemization. I do not want an itemization. If do not want an itemization is in the notation of the internation of the	You have the right to receive	at this time an itemization	of the Amount financed.	d dinak manya kengan 1000 fi In lami manya atawa ana si s	
Number of Payments Are Duc Amount of Payments Security: You are giving a security interest in Security: You are giving a security interest shall be paid in 120 Security: Security: Sec	I want an Itemizat	ion I do not wi	sor on nemization where the set are	문제가 영화되는 것같이 지하는 것이 가지?	
Number of Payments and events of Payments and events of Payments and events of Payments Ale Duce and the payments and payments and payments and payments of Payments and payments of Payments and payments of payments o	Your payment schedule will	plantes / anti-totanti 1 be: a strante accióne to	no agines "Hon ton tiede 15490), d o of their objection meaning are fi	n) ni bisg nast studio (2017 An entroto i succe	· · · · · · · · · · · · · · · · · · ·
Security: You are giving a security interest shall be paid in <u>120</u> equal monthly installments of <u>\$126-68</u> Dollars or more including interest shall be paid on the safe and on the same day of each mouth thereafter a like installment shall be paid until the paid and on the same day of each mouth thereafter a like installment shall be paid until the paid and on the same day of each mouth thereafter a like installment shall be paid until the paid and on the same day of each mouth thereafter a like installment shall be paid until the paid and on the same day of each mouth thereafter a like installment shall be paid until the paid un	Number of Payments	Amou	nt of Payments, transmission of eaters	When Payments Are I	Due
Security: You are giving a security interest in the interest interest in the interest inter			20461 1049.5	yizithan stiller and a	and the second
Security: You are giving a security interest in the interest interest in the interest inter	170.00	and the sound of Say	124-68 served sitters a	ananin in shi 15 🖓	and the second
2 percent per annum on the unpaid balance. Commencing on the 15 day of 19.00, the first install be paid, and on the same day of each month thereafter a like installment shall be paid until the	Security: You are giving a se	curity interest in: (1) (2) (n zna be bron and an a start for n blogst of all Pre-Payment: If y blogst rate and may a	ou pay off early, you will not have to pay a pay	penalty.
	Security: You're giving a so security: You're giving a so add bod' 20 the goods or pro- net add security the goods or pro- rest Sec your contract documents and programment refunds and	sperty being purchased. A sperty being purchased. A sperty being purchased. A sperty being purchased. A spectra being spectra being the spectra being spectra for any additional inform penaltics.	in one in Martin Pre-Payment: If y in Dispatched Dre-Payment: If y Dispatched Dre-Payment: If y 2 13 5 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ou pay off early, you will not have to pay a j will not be entitled to a y required repayment in full bef	refund of part of the finance charge
	Security: Yoyare giving a security: Yoyare giving a security: Yoyare giving a security is the goods or provide the security of	hall be paid in <u>120</u> on the unpaid balance, nice and interest shall be	equal monthly installments of commencing on the same day of each of the same day of t	ou pay off early, you will not have to pay a 1 will not be entitled to a y required repayment in full before #1.26-68 day of day of ach month thereafter a like in come on the the number of the number	Dollars or more including intere , 19_35, the first install istallment shall be paid until the day of
All or any part of the unpaid balance may be prepaid without penalty on the infinitely payment, the provisions in Paragraph 17 on the reverse side ment in accordance with the terms berewith is <u>property</u> years. In the event of a late payment, the provisions in Paragraph 17 on the reverse side of shall apply. Under no circumstances, however, will Buyer be subject to any default, delinquency or similar charges in the event of a late paym Buyer shall have the right to pay in advance the unpaid balance of this contract as was hereinabove provided and obtain a partial refund o 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 or Buyer's rights hereunder. After acquired property, which becomes affixed as part of said real property, will be subject to said security interest.	Security: Yoyare giving a security: Yoyare giving a security: Yoyare giving a security: Yoyare giving a security is the goods or provide the security of the goods or provide the security of	half be paid in <u>120</u> on the unpaid balance. nce and interest have been paid to the unpaid balance. nce and interest shall be d interest have been paid to the unpaid balance. nce and interest shall be d interest have been paid terms berewith is <u>1000000000000000000000000000000000000</u>	requal monthly installments of commencing on the equal monthly installments of Commencing on the e paid, and on the same day of er id in full. Interest to begin to at id without penalty on the month typess. In the event of a late ill Buyer be subject to any defau he unpaid, balance of this contract as of the date of said prepayment	ou pay off early, you will not have to pay a 1 will not be entitled to a y required repayment in full before #1.2 G - G8 day of day of day of day of day of day of ty payment date. The numb payment date the numb payment of a legal title under	nefund of part of the finance charge one the scheduled date, Dollars or more including intere

ıe 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 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) at the received is the received of the section of the following: (CHECK WHERE APPLICABLE) at the received is the received of the section o

State of Ca Subdivisio	lifornia, Department of Real Es n Public Report and Permit	state		on Public Report eal Estate Commissioner	an a
eri a a ta ser el dation :	U.S. Housin State Prope	ng and Urba rty Report N	a Development lotice of Disclaimer	egi de la ferie de la composición de la La composición de la c	9 (19 (19 (19 (19 (19 (19 (19 (19 (19 (1
7: Buyer acknowledges that rescind this transaction without less than fourteen (14) calenda California and the Califonia De TIES, 433 Callan Avenue, Su Rescission Rights. Buyer has read and under and provisions are incorporated	DISCLOSURE REQUIREMEN the has received and read a co- any penalty or obligation with r days from the date of execut partment of Real Estate. Notifi- tic 202, San Leandro, Califor- tands all of the terms and prov-	NTS OF TH py of the No in	tice of Rescission Rights w calendar days from t Agreement by the Buyers I hi rescission must be made by mail or telegram on or J on the reverse side hereof this agreement.	ENDING ACT hereby Buyer understands th he date of execution of this <i>J</i> erein as required by the La in writing by notifying MT. S r before the date indicated and Buyer and Seller agree	on said Notice of
Y fam B	Contruc		THE BANK OF CALIF	ORNIA,	
might	and the state of t	Buyer	a national banking ass		
<u> ////////////////////////////////////</u>		Buyer	By:	n Carare	ر
winisting a provint		Buyer	ometik Taanki da	U.P.	
- Andrea (Section)		Buyer	Title		Seiler
WHITE and GREEN: BANK OF	CALIFORNIA CANARY:	DEVELOPE	r pink: broker	GOLDENROD: BUYER AT	I TIME OF SIGNING

8. References the current field year of all such a gainst the flot described herein shall be provised to the date of this Agreement Bryer shall promptly pay all such taxes due after the date lifeted, that shall be described herein shall be provised to the date of this Agreement Bryer shall promptly pay all such taxes due after the date lifeted, that shall be described herein shall be provised to the date of this Agreement Bryer shall promptly pay all such taxes due after the date lifeted, that shall be described herein shall be be upon default of any Buyer s of the date inference and shall be be upon default of any Buyer s of the date inference of this contract, and Seller may, at its option, exercise all remedies available to it upon default of any Buyer s of the termines, out at a date the surrender, to Seller of this Agreement for cancellation. Seller shall execute a Trustee's Grag Deed in favor of Buyer of all sums due thereto, along with all other matters specified in this Agreement and to all matters done, made, caused or created by Buyer affecting uite thereto. At Buyer's election and at Buyer's expense. Seller shall timis 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 timis 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 timis to Buyer a policy of title insurance issued by a reliable title company showing title to said property vested in Buyer's expense of any oil, gas and other mineral and hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereumer and the contract has not been terminated red mether soles and include the property sold by Seller to Buyer for the

di neither 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 affect-ing said property. 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 not 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 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 item or encumbrance is placed thereon.

÷.

2

14. No representations, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seiler 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 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.

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 whateyer amount remains after either subtracting. Fifteen Percent (15%) of the purchase price, exclusive of interest, or the amount of Seller's actual 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.

canages, whenever 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 of such treating secured in 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 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 the section of the Seller. Tixed by it in said notice or sale, either as a whole or in parcels and in such order as it may determine, at public auction to the highest blader for cash in lawful money of the Unlied 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, free and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in connection with state. Stater chall safe that the there is the solar of the following order. (1) All sume expended by Seller at such sale. After deducting all costs, tees and expenses of seller, including cost of the evidence of title and reasonable atomic s tees 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 berson 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.

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 Quiclaim 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 accep-tance 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 Tructuant Buyer's close and context 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 assets of the trust estate and not the assets of Seller in any other Capacity. We hope Sector C. B.

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 it is a static 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 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 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 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.

Buyer has read and understands all of the terms and provisions stated in this Agreement for Sale of Property, and all such terms and provisions here-2 CHERCE of are fully a part of this contract.

NOTICE: See other side for important information AO HOA MAG BHT

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of		mouest of	Wynwood Age		the23rd	day
of	August	A.D., 19	96 at 9:29	o'clock M., and dul	y recorded in Vol. <u>M96</u>	,
		of	Deeda	on Page260	<u>)62</u> .	
			and the second second	Bernetha G Letsch,	County Clerk	
FFF	\$35.00			By <u>Chee</u>	4 Danson	
	100100			······································	X	