

SALESPERSON Sandra DATE 3-15-83 PURCHASE CONTRACT KMS 123 DF
BUYER(S) Sandra Brazille NAME Vol 1783 Page 3998
ADDRESS 1505 Madison St Sp 51 ZIP 97601 PHONE _____
Seller agrees to sell and Buyer agrees to purchase the property described herein on the terms and conditions set forth below.

| | | | | | |
|---------------|--------------------------------|--------------------------------------|----------------------------|--------------|------------------|
| NEW _____ | MANUFACTURED MO _____ YR _____ | APPROXIMATE WIDTH _____ LENGTH _____ | BRAND — MANUFACTURER _____ | MODEL _____ | SERIAL NO. _____ |
| USED <u>X</u> | <u>1977</u> | <u>14</u> <u>66</u> | <u>Barrington</u> | <u>3B2BK</u> | HUD NO. _____ |

DELIVERY ADDRESS When Located date of sale
(IF DELIVERY ADDRESS IS NOT KNOWN USE VICINITY OF CLOSEST CITY)

INSURANCE: The insurance coverages listed immediately below are required by Seller if Buyer purchases under a Retail Installment Contract. Buyer may choose the person through whom this insurance is obtained. If obtained through Seller, the policy terms and premiums shall be as set forth below.

- Coverage Amount \$ _____
- ☐ Fire and Theft-CAC (____ mos) \$ _____
 - ☐ Flood Coverage (____ mos) \$ _____
 - ☐ Vendor's Single Interest (____ mos) \$ _____
 - ☐ Credit Health and Accident (____ mos) \$ _____
 - ☐ Credit Life (____ mos) \$ _____
 - ☐ Mobile Homeowners — includes fire and theft, CAC, flood and liability coverages (____ mos) \$ _____
 - ☐ _____ \$ _____
 - ☐ Please obtain the coverages indicated above.

BUYER _____ DATE _____
☒ Buyer does not desire to purchase the coverages indicated above from or through Seller.

BUYER Sandra E. Brazille DATE 3-15-83
TOTAL COST OF INSURANCE ORDERED \$ _____

TRADE-IN: NONE
Year _____ Make _____ Size _____
Model _____ Serial No. _____
Registered to _____
Balance Owed to _____
Address _____ City _____
Trade-In Allowance \$ _____
Less Payoff _____
Net Trade-In Allowance \$ _____

HOW EQUIPPED _____
Trade-In Allowance must be approved by Sellers' acceptance.

REMARKS: ☐ Furnished ☒ Unfurnished
See Exhibit A, a part of this agreement.
Range - Refrigerator - Curtains - Draperys
Skirting - Porches - Awning -
Metal Shed - Tongue - tires + Axles
are included in this agreement.
All taxes are to be paid thru Dec
1980 by Seller - financing is furnished
thru Seller by private contract.

PROPOSED TRANSACTION

Buyer agrees to purchase the property described herein for the Cash Price plus Total Other Charges stated below, payable in full prior to delivery and within 30 days of Seller's acceptance hereof. Buyer may, with Seller's approval, purchase the property under a Retail Installment Contract, which Seller may assign to a third party, with the following financing terms:

1. CASH PRICE \$ 10,500
2. DOWNPAYMENT
Deposit \$ _____
Add'l Cash By _____ \$ _____
Cash Downpayment \$ 2,000
Trade-in \$ _____
TOTAL DOWNPAYMENT \$ 2,000
3. UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 8,500
4. OTHER CHARGES:
(a) Official Fees:
(1) UCC Filing Fees \$ _____
(2) _____ \$ _____
(b) Title and Registration (DMV) \$ _____
(c) Trip Permit (DMV) \$ _____
(d) Insurance \$ _____
(e) _____ \$ _____
(f) _____ \$ _____
TOTAL OTHER CHARGES \$ _____
5. UNPAID BALANCE (3 + 4) \$ 8,500
6. PREPAID FINANCE CHARGE \$ _____
7. AMOUNT FINANCED (5 minus 6) \$ 8,500
8. FINANCE CHARGE \$ 2,239.04
9. ANNUAL PERCENTAGE RATE 12.78 %
10. TOTAL OF PAYMENTS (7 + 8) \$ 15,739.04
11. DEFERRED PAYMENT PRICE (1 + 4 + 8) \$ 17,739.04
12. ACCRUAL OF FINANCE CHARGE. The finance charge may begin to accrue on the date the Retail Installment Contract is signed.
13. The Total of Payments shall be payable in 129 monthly installments of \$ 121.97 each, and one final installment of \$ 121.97. The first installment may be due within 30 days from the date of the Retail Installment Contract, and each subsequent installment may be due on a like day of each month thereafter until all installments are paid.
14. LATE PAYMENT AND DEFAULT. In the event any installment is not paid in full when due or within 10 days thereafter, a late charge equal to the lesser of \$5.00 or 5% of the amount delinquent or unpaid may be assessed. In the event of default, the holder may have the option to declare, without notice or demand, the entire unpaid balance immediately due and payable, less unearned finance charges. In any legal proceeding to enforce the remedies of the holder thereof, Buyer may be required to pay reasonable attorney fees, court costs and disbursements incurred by the holder thereof therein, or in any appeal therefrom.
15. PREPAYMENT. In the event of prepayment, there shall be a rebate to Buyer of the unearned portion of the finance charge, which may be determined by applying the annual percentage rate to the actual outstanding principal balances for the periods of time such balances were actually outstanding. If less than 63 monthly payments are scheduled, the rebate may be determined according to the Rule of 78's, after deduction of a \$15 acquisition charge. It may be provided that no refunds of less than \$1 will be made.
16. SECURITY INTEREST. The holder of the Retail Installment Contract may, pursuant to the Uniform Commercial Code, retain title to and a security interest in the mobile home; a security interest in any and all equipment, parts, appliances, furnishings, appurtenances and furniture therein, including after-acquired property in which Buyer acquires rights within 10 days after the Retail Installment Contract is signed; and a security interest in any premium refunds or claim proceeds under insurance policies relating thereto.

SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank space, except that if delivery of the vehicle is to be made to you after this contract is signed, the serial number or other identifying information and the due date of the first installment may be filled in at the time of delivery.
You are entitled to a copy of this Contract.
You have the right to pay off in advance the full amount due and obtain a partial refund of the finance charge.

IMPORTANT

Except as otherwise provided in this Contract, SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE. Any warranties on the property sold hereby, are those made by the manufacturer(s). This Contract contains the entire agreement between the parties and there is no other agreement or understanding of any nature concerning the same that has been made or entered into or will be recognized.

This Contract shall not be a binding Contract upon Buyer or Seller until it has been executed by Buyer and accepted by Seller. Seller's acceptance shall be by Seller's authorized signature below, and delivery of a copy of this Contract, with Seller's authorized signature attached, to Buyer. Such delivery shall be deemed completed when such copy is placed in the U.S. Mail addressed to Buyer at the address set forth above, with postage prepaid thereon.

IN WITNESS WHEREOF, Buyer(s) acknowledge(s) that the terms and conditions on the reverse side of this Contract are binding upon the parties. Buyer(s) warrant(s) that Buyer(s) has/have read both the front and reverse sides of this Contract, and agree to the terms and conditions on the reverse side as if they were printed above Buyer(s) signature(s). Buyer(s) hereby acknowledge(s) receipt of a copy of the foregoing.

SELLER (ACCEPTANCE):

BUYER(S): Sandra E. Brazille DATE 3-15-83

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank space, except that if delivery of the vehicle is to be made to you after this contract is signed, the serial number or other identifying information and the due date of the first installment may be filled in at the time of delivery.

You are entitled to a copy of this Contract.

You have the right to pay off in advance the full amount due and obtain a partial refund of the finance charge.

IMPORTANT

Except as otherwise provided in this Contract, SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE. Any warranties on the property sold hereby, are those made by the manufacturer(s). This Contract contains the entire agreement between the parties and there is no other agreement or understanding of any nature concerning the same that has been made or entered into or will be recognized.

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SELLER (ACCEPTANCE):

Return to: *Joan R. Kelly* 3-15-83
DATE
1025 Applewood

BUYER(S): *Sanchez Benjillo* 3-15-83

DATE

STATE OF OREGON: COUNTY OF KLAMATH ;ss

I hereby certify that the within instrument was received and filed for record on the 15th day of March A.D., 1983 at 3:22 o'clock P M and duly recorded in Vol M83, of Miscellaneous on page 3998

EVELYN BIEHN COUNTY CLERK

FEE \$8.00

by *Sanchez Benjillo* Deputy

mobile home is delivered to a location inside a mobile home park, or where no concrete foundation as described above is provided, Seller shall have no obligation to reveal the mobile home. The sufficiency of the condition of the soil and substructure support at the delivery location is the sole responsibility of Buyer, and Seller shall have no liability or responsibility therefor. Buyer warrants that Buyer has investigated the soil and substructure support conditions and has found the same to be satisfactory.

6. Any model year, size or brand name designations employed herein with respect to the mobile home sold are furnished to Buyer by Seller based upon information received by Seller from the manufacturer or previous owner, or contained on the certificate of title. In the case of new mobile homes, the size and brand name indicated are those which appear in the manufacturer's specifications. On used mobile homes, the model year, size and brand name indications are those provided to Seller by the previous owner or contained in the certificate of title.

7. The risk of loss to the mobile home shall pass to Buyer upon delivery thereof to the location designated herein and after the mobile home is disconnected from any vehicle or vehicles transporting it. Prior to the date for delivery scheduled by Seller, Buyer shall provide to Seller satisfactory written evidence that Buyer has obtained the required insurance coverages indicated herein, in amount not less than the Total of Payments. All such insurance policies shall be written naming Buyer, Seller and Seller's assignees as insureds, and any loss shall be made payable to those insured.

1. In the event Buyer purchases pursuant to a Retail Installment Contract, Buyer shall execute the same as described herein before delivery of the mobile home and within 30 days from Seller's acceptance hereof. Seller shall be under no obligation to deliver the mobile home, and Buyer shall not be entitled to the possession, use, occupation or enjoyment of the mobile home, until Buyer has paid all sums owing in full, or executed the Retail Installment Contract described herein. In the event of such Retail Installment Contract, Buyer and Seller may agree to modifications to this transaction subsequent to the execution hereof, and such modifications will be reflected in the Retail Installment Contract to be executed. Unless and until such Retail Installment Contract is executed, any such modifications shall not be enforceable against any of the parties hereto. This Contract shall be deemed to be incorporated in full into the Retail Installment Contract when the same is executed, and shall be superseded thereby only to the extent that the Retail Installment Contract is inconsistent with this Contract.

2. Buyer assumes responsibility for any payoff on the trade-in property in excess of the amount shown herein and agrees to pay any difference in cash on demand. Buyer further warrants and represents to Seller that there are no liens or encumbrances of any kind or nature against the trade-in property except as specifically noted. Buyer warrants and represents to Seller that the trade-in property is free from all past-due and current years' taxes and that the trade-in property is free from all past-due and current years' taxes.