VAFORM 28 1830 CP IT IS BOW DEPENDED TO A PROPERTY OF THIS INSTRUMENT. For use in Arizona, COLT 1982 1830 CP IT IS BOTTON OF THIS INSTRUMENT. For use in Arizona, Colorado, Idaho, Illinois, Indiana, Iowa, Kensas, Minnesota, Montana, Nobraska, New Mexico, Oregon, South Carolina, Montana, Nobraska, New Misconain and Misconain and Misconain and Misconain and Misconain. Engance developes our se control beautiff of rough the respect to the South Dakota, Utah, Washington, Wisconsin, and Wyoming. Truly be belong on going me mention of higher of and archive historia from

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

1. THIS AGREEMENT, made this the Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, in the City of Washington, District of Columbia 20420, hereinafter called "Seller," and his/her successors in such office, as such, and Phillip S. Hall and Julie A. Hall, husband and wife whose mailing address is 2210 Garden St., Klamath Falls, Oregon 97601 क्षमण करता मुक्त पह पर कार्यास्त्रा कर कार्या वायस्थ्यम् । इ.स. १९८० मान्या पर कार्या कर कार्या वर्षा कर कार्य १००६ व द्वाराम १९६८ व हे १९६८ १८८ व स्थाप कर स्थाप १९८ वर्षा स्थापकी वर्षा कर कर कर कर कर है । वृद्ध वृद्ध वर ga kiyasiyasiya yana bara kara mara mara barasa ang gasan yasiya sa sa ay sa

tevelved by the Power transfers the Bay the Fall Super Superior at the Fall me that may the Fall and the Fall Parmaint out of evenes areas of the State paragrapt to be pressured to the pressure of the prince person of the 2. WITNESSETH: For and in consideration of the sum of the mutual covenants and agreements herein, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the property and all appurtenances thereto, situated in

herein referred to as "the property," and more fully described as follows, to wit: and State of

(a) Any of these same, teressments, ground regis, water debyer, easis and rule, the same give the em-Lot 478, in Block 114 Mills Addition in the City of Klamath Falls, under to the office of the official plat thereof on file in the office the second period the County Clerk of Klamath County, Oregon period

The Without handling or hupaining any of the expensions assumed to the Sollies are the sollies and in order of the certain of act in a constant. By the Bursal was tender assumed to the Sollies are the sollies as the sollies are the sollies as the sollies are the sollies as the sollies are the sollies now or hereafter loaded which emoriany of said property -Deller instead of to Burney and believ saintly. Burer shall to angely as his and delicer to the Sed-Acamptar by Barrer, their hastrence commany concurred is beneve authority and directed to make by several Are immediate notice by mail to Beliet, and Solver shall be orbited, but it not under see deep to make the rovisions, acceptable to Seller, requiring all losses and refinitivities amorened pressures to be passive and refinitely acceptable to Seller, requiring all losses and refinitivities are presented as a particular and the passive and refinition an approved by Seiler, and the policies and venewals shall be hald by Seiler and shall contain, or Sow or hereafter on said prefuses, and to pay promptly when die any previous toenifer. All is not as or hereafter on said prefuses, and to pay promptly when die and an element of the experience. tain basard institutes of such type or types and greenints as the Neller may from the to fame nellwhen requested by the Seller, to deliver meeting or confidence, in facts satisfactory to Seller ... indebte duess benefit a cidenced and secured, irrespective of whether the same regulations as the or affecting said presidently or any gard thurself, or the fall and proper use and exposured there. costs and when he saments on weight or duch stock or waier rights, henry, henry encantarisms in a naw in collection or which are for in processings not yet completed open stat proand payable in the gray 1983 and subsequent years, and all enemia cover and an penalty all leases for the year. 1983-84 and enterequency frame, all first our many of approach to

b. Except as otherwise provided herein, Buyer considents and agreest to be per the two define " It is mutually agreed by and between the parties hereto that this property, including all improvements thereon, is purchased in its "AS IS" condition. en entere an threstory recover. Peries propervient, ether tons on an enterem the doctors. The contrary of the doctors of the contrary of the c

manthy installments above provided at one generical delines, classes or steel here in their 3. This Agreement is made subject to: introduct your livery have been as the seasons (1) Existing leases and to rights, if any, of persons in use to the seasons (9). Any state of facts which an accurate survey would show.

The general taxes and special assessments which the (10) All unpaid water and sewage-disposal charges for

(3) Building line and building and liquor restrictions of

(4) Zoning and building laws or ordinances.

per tone (5) Party wall rights or agreements. The Court time The First

(1) Covenants, conditions, exceptions, reservations, COHSE.

the Buyer. in writing, at the torse, in the amounts, and in the uniques following

services rendered after the date of delivery of this

colors provided (11) All contracts or agreements, recorded or unrecorded, for furnishing gas, electricity, water, or

General (6) Roads and highways, and the constitution, bylaws, rules, regulations, restricrestrictions, or easements of record.

(8) Rights of all parties claiming by, through, or under

restrictions, or easements of any civic improvement, or other association, corporation, or district which affect the propagation. tions, charges, or assessments of any civic improvewhich affect the property.

Recional Office of the Veterans Actoristication, an exercity of the theory, a correct of the resistance of the The Buyer shall indemnify and save harmless the Seller from all loss and liability that arise by reason of any and all obligations and

on at such an integration with the country of the second

ispar Buyer shall pay to Seller for the property the sum of the Forty-one Thousand Three Hundred and No. 100 The Baker spall indecently and sace paraness dollais (\$ 141,300.00) in lawful money of the United States of America at the Regional Office of the Veterans Administration, an agency of the United States, in the city of

, or at such other place within the United States as the Seller may from time to time designate in writing, at the times, in the amounts, and in the manner following:

dollars (\$ 00/100 or) in cash paid prior to or upon the execution and delivery of this Agreement; and the balance dollars (\$ 41,300:00 (herein referred to as "Principal sum" or as "principal") with interest on unpaid principal at

principal and interest shall be payable in 360 day of July 1983, which said

Four Hundred Nine and 28/100 equal monthly installments as follows:

dollars (\$ 409.28 consider) on the first day of and every month thereafter until said principal and interest shall have been fully paid. Unless sooner paid, the unpaid balance of principal plus the accrued and unpaid interest shall be due and payable on the 1st plus the accrued and unpaid interest shall be due and payable on the 1st day of August, 2013, Except as hereinafter otherwise provided, each payment made hereunder shall be credited first on the interest then due as herein provided and the remainder shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or one hundred dollars, whichever is less, may be made at any time. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier. At Seller's option the Buyer will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after due date thereof to cover the extra

5. Except as otherwise provided herein, Buyer covenants and agrees: (a) to pay, before delinquency and before accrual of interest or penalty, all taxes for the year and subsequent years, all installments of special improvement taxes and assessments due and payable in the year now in collection or which are for improvements not yet completed upon said property, together with all ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, levies, liens, encumbrances, and other costs or charges appurtenant to or affecting said property or any part thereof, or the full and proper use and enjoyment thereof, or affecting this instrument or the indebtedness hereby evidenced and secured, irrespective of whether the same constitute a lien or encumbrance upon said property, and when requested by the Seller, to deliver receipts or certificates, in form satisfactory to Seller, evidencing such payments; and (b) to maintain hazard insurance of such type or types and amounts as the Seller may from time to time notify Buyer to obtain on the improvements now or hereafter on said premises, and to pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Seller, and the policies and renewals shall be held by Seller and shall contain, by endorsement or otherwise, appropriate provisions, acceptable to Seller, requiring all losses and refundable unearned premiums to be paid to Seller. In the event of loss Buyer will give immediate notice by mail to Seller, and Seller shall be entitled, but is not under any duty, to make proof of loss, if not made promptly by Buyer. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Seller instead of to Buyer and Seller jointly. Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies

6. Without limiting or impairing any of the covenants contained in paragraph 5 and in order to provide means for the due performance of certain of said covenants by the Buyer and further assurance to the Seller, the Buyer covenants and agrees to remit to the Seller, at the several times when the Buyer is obligated to make payments hereunder or at such other times as the Seller may require, additional funds in an amount equal to at least one-twelfth (1/12) of the annual amount which the Seller shall from time to time estimate to be necessary to pay the following items, or such of them as the Seller may, in his/her sole discretion and from time to time, elect to pay

(a) Any of those taxes, assessments, ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, levies, charges, and encumbrances mentioned in paragraph 5 which the Seller may in his/her sole discretion and from time to time

The premiums and costs of any fire and other insurance which the Buyer is obligated to maintain under the provisions of paragraph 5 and which the Seller may in his/her sole discretion and from time to time designate; and

Such other similar levies or charges as the Seller in his/her sole discretion and from time to time may deem it necessary or proper to

From and out of moneys received by the Seller pursuant to the provisions of this paragraph and from and out of any other moneys received by the Seller from the Buyer or for Buyer's account, the Seller may at any time pay the whole or any part of said items indicated in paragraphs 5 and 6 of this Agreement, or any of them, together with any penalties, interest and charges thereon, or may retain for not longer than three (3) years any of such moneys for payment of any of said items, or the Seller may at Seller's sole option apply at any time any or all of such moneys to the payment of any indebtedness owing from the Buyer as a consequence of this Agreement. The Seller shall not be required to make any disbursement from said moneys to any agent or insurance company from whom Buyer may directly order insurance. All payments of said items made by the Seller hereunder may be in such amounts as are shown by Seller's records, or by bills obtained by the Seller, or on the basis of any other information received by the Seller, to be due, payable, past due, or delinquent on account thereof. If requested by the Seller, Buyer shall promptly obtain, approve, and deliver to the Seller all bills for said items. The rights of the Seller to hold, apply, and dispose of said funds for the purposes and in the manner herein provided are irrevocable and absolute prior to full payment of all of the indebtedness of Buyer to the Seller, whether secured or unsecured, and none of said funds

7. All moneys paid to Seller hereunder may be commingled with other funds of the Seller or may be deposited by him with the Treasurer of the United States who is hereby authorized to commingle the same with the general funds of the United States. No interest

shall be payable on the funds received by Seller for any purpose pursuant to any provision of this Agreement.

8. Buyer covenants not to commit, permit, or suffer any waste to the property, to keep the property in good repair and not suffer any mechanics' or material person's liens to attach thereto. Buyer further covenants not to abandon said property and not to use, permit, or suffer the use of any of the property for any illegal or immoral purpose, or, without written consent of the Seller, for any purpose other than that for which it is now intended, nor without such consent to effect, permit, or suffer any alteration or removal of, or any

PINEN COUNTY CLEAK 5 5 5 50°00 5.000 200 00 anth Treson E. Asse.

addition to, the buildings or improvements now or hereafter situated in or upon the property. Buyer further covenants and agrees to comply with all laws and ordinances which may in any manner affect the property.

9. No part of the property shall be used in the manufacture, sale, or distribution of intoxicating liquors without the written approval

or sener.

10. In the event Buyer fails, neglects, or refuses to perform, in whole or in part, any of the covenants, agreements, or obligations to be performed, Seller is hereby authorized and empowered without notice and at the cost of provided upon the part of Buyer to be performed, Seller is hereby authorized and empowered without notice and at the cost of the covenants. nerem provided upon the part of dayer to be performed, benefits increby authorized and empowered without notice and at the cost of Buyer, to perform or cause to be performed, any or all of said covenants, agreements and obligations, and to expend such sums of money Duyer, to perform or cause to be performed, any or an or said covenants, agreements and obligations, and to expend such sums of money as may be reasonable therefor, or for any other purpose which in the opinion of Seller is reasonably necessary for the protection of Seller. An such sums of money so expended by Seller, together with interest thereof, at the rate more said, from the Several dates of expendence thereof until paid, shall be repaid by Buyer to Seller, in lawful thereof until paid, shall become so much additional indebtedness under this Agreement and shall be repaid by Buyer to Seller, in lawful mereor unur paid, snan become so much auditional indeptedness under this Agreement and snan be repaid by Bayer to Seles, in tarvair money of the United States of America, immediately and without demand, at the same place or places as other sums are payable money of the United States of America, immediately and without demand, at the same pizce or piaces as other sums are payable hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by Buyer to Seller hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by Buyer to Seller hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by Buyer to Seller hereunder. at such times and in such manner as Seller shall require. Any failure, neglect, or refusal by Buyer to repay such sums as herein provided at such times and in such manner as belief shall require. Any failure, neglect, or refusal by Buyer to repay such sums as nerein provided shall constitute default hereunder. Any payment made under the terms of this Agreement may, at the election of Seller, be applied first to the appropriate of any sums Salley shall have appended in Secondaria with the towns have?

to the repayment of any sums Seller shall have expended in accordance with the terms hereof.

11. Buyer hereby assigns, transfers, and sets over to Seller, up to the amount of the total indebtedness of Buyer to Seller hereunder, all of Buyer's right, title, and interest in or to all awards and claims in connection with condemnation of any of the property for public and the property for the second of all such awards of all such snan consultive detault nereunder. Any payment made under the terms of this Agreement in to the repayment of any sums Seller shall have expended in accordance with the terms hereof. au or buyer's right, true, and interest in or to an awards and claims in connection with condemnation of any of the property for public use, or for injury to any portion thereof, and the proceeds of all such awards or claims, after payment therefrom of all reasonable over the property of the proceeding th expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. expenses incurred, including tees for attorneys representing Sener in any such proceeding, stant to pend to Sener. Sener is necessary authorized in the name of Buyer to execute and deliver valid acquittances thereof and to appeal from or otherwise appropriately litigate and other in the name of payer to execute and deliver valid acquireances thereof and to appear from or otherwise appropriately inigate any or all of such awards or claims. Seller shall be under no obligation hereunder to sell or convey all or any part of the property, or any or all of such awards or claims. Seller shall be under no obligation hereunder to sell or convey all or any part of the property, or

12. All moneys received by Seller under any policy or policies of insurance or any condemnation award or other award or claims after payment therefrom of all reasonable expenses incurred in connection therewith, including fees for attorneys representing Seller, right or interest therein which is condemned. after payment therefrom of an reasonable expenses incurred in connection therewith, including fees for attorneys representing Sener, and at the option of Seller, without notice, be used for the purpose of repairing, restoring, or improving the damaged structure upon the control of the indebted and the indebted

13. Seller reserves for himself/herself and his/her employees or agents the right to enter upon the property at any reasonable time 13. Sener reserves for masserimersent and mismer employees or agents the right to enter upon the purpose of performing any act during the term of this Agreement for the purpose of inspecting and examining the property or for the purpose of performing any act the property, or may be credited on the indebtedness as Seller may elect. quiring the term of this Agreement for the purpose of inspecting and examining the property or for the purpose of performing any act property to be performed for the purpose of protecting Seller's right, title, and interest in and to the property or to save it from waste, or

14. Delivery to and acceptance of this Agreement by Buyer shall constitute delivery to and acceptance by Buyer of possession of the property described herein and shall constitute an acknowledgment by the Buyer that Buyer has inspected and examined the property, for an acknowledgment by the buying the property that Buyer has inspected and examined the property for anti-field with the condition and Buyer polynowledges that halpha is buying the property the is "The Buyer sections recognition and Buyer polynowledges that halpha is buying the property the is "The Buyer sections recognition and Buyer polynowledges that halpha is buying the property that it condition and Buyer polynowledges that halpha is buying the property." property described nerein and small constitute an acknowledgment by the Buyer that Buyer has inspected and examined the property, is satisfied with its condition and Buyer acknowledges that he/she is buying the property "as is." The Buyer assumes responsibility for instance of the building now of the building now of the property and also assumes the wish of longer to the building now of the building now of the same than the building now of th satisfied with its condition and Buyer acknowledges that he/she is buying the property "as is." The Buyer assumes responsibility for injury or death on or arising out of the property and also assumes the risk of loss or damage to the buildings now situate, or hereafter constructed, in or upon said property by fire, casualty, or other happening.

15. Time is of the essence of this Agreement and if default be made and continue for a period of thirty (30) days in the payment of the installments of principal interest or any other items have placed when the same become cargonic days have the same become cargonic days in the payment.

any of the installments of principal, interest, or any other items hereinbefore stipulated, when the same become severally due hereunder, or in the national stall ments of any other stall by Buyer o any of the missamments of principal, interest, of any other nems neremberore supulated, when the same become severally que nerember or in the payment of any other sum herein agreed to be paid by Buyer, or if default be made in the performance by Buyer of any other sum herein agreed to be paid by Buyer, or if default be made in the performance by Buyer of any other sum herein agreed to be paid by Buyer, or any of said overter the whole unraid belongs due under the proposal to the payment of any other sum herein agreed to be paid by Buyer, or any of said overter the whole unraid belongs due under the or in the payment of any other sum neight agreed to be paid by buyer, of it details be made in the performance by buyer of any other agreement, covenant, or obligation of Buyer hereunder, then in either, or any of said events, the whole unpaid balance due under the agreement, covenant, or obligation of Buyer hereunder, then in either, or any of said events, the whole unpaid balance due under the terms of this Agreement shall, at the option of Seller, immediately become due and payable and Seller may, at his/her option, (a) terminate by simple declaration of an election so to do, with or without notice, all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property; or (b) terminate all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property; or (b) terminate all of Buyer's rights under this Agreement and all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruyer's obligations hereunder in any appropriate proceeding legal or equitable; or (c) enforce Ruye right, title, and interest in the property; or (0) terminate all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property in any appropriate proceeding, legal or equitable; or (c) enforce Buyer's obligations hereunder in any appropriate proceeding, legal or equitable. Buyer agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by proceeding, legal or equitable. Buyer agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by the terminating Buyer's rights under this Agreement or claims to the property or in an any or all of the terminating Buyer's rights under this Agreement or claims to the property or in an appropriate proceeding. proceeding, legal or equitable. Duyer agrees to pay all costs and expenses, including a reasonable sum for according to the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement or claims to the property or in enforcing any or all of the terms of the ment, and in appropriate judicial proceedings, if any are initiated to establish or maintain Seller's right or title to, and possession of said 16. The provisions of paragraph 15 of this Agreement shall also apply, at the option of Seller, to (a) any violation or breach of any

10. The provisions of paragraph 10 of this Agreement shall also apply, at the option of Seher, to (a) any violation of preach of any laws of the covenants, conditions, or restrictions indicated in this Agreement or which may be of record, and (b) to any violation of any laws or ordinance in any manner offering said property. property after breach by Buyer, free of any title or claims of Buyer.

17. (a) Upon Seller exercising the right of termination as provided in paragraph 15, all rights and interest hereby created and then 11. (a) upon belier exercising the right of termination as provided in paragraph 10, all rights and interest hereby created and then existing in Buyer and in all claiming under Buyer, shall wholly cease and determine. Buyer shall thereupon quit and surrender to Seller, without demand, paragraph appeared and property in as good condition as it is now rescarched wear and took along the paragraph appeared and the paragraph appeared and the paragraph and the par or ordinances in any manner affecting said property. without demand, peaceful possession of said property in as good condition as it is now, reasonable wear and tear alone excepted. In the without demand, peaceful possession of said property in as good condition as it is now, reasonable wear and tear alone excepted. In the event Buyer neglects or refuses to surrender such possession it shall be lawful for Seller to enter upon and take possession of said property without notice and remove all possession and their property. (b) Caller may be higher and the condition of the possession of said property. event Buyer neglects or refuses to surrender such possession it shall be lawful for Seller to enter upon and take possession of said property without notice and remove all persons and their property. (b) Seller may, at his/her option, cause a written declaration to be recorded in without notice and remove all persons and their property. (b) Seller may, at his/her option, cause a written declaration to be recorded in without notice and remove all persons and their property. (b) Seller may, at his/her option, cause a written declaration to be recorded in the office of the Registrar of Titles if the property is registered under the Torrens Law) of the country in the office of the Recorder of Deeds (or of the Registrar of Titles if the property is situated, to evidence the exercise of an election to terminate all rights hereof conclusive declaration when so recorded shall be as to all subsections nurchasers or encumbrancers of the property or any part thereof conclusive which the property is situated, to evidence the exercise of an election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent purchasers or encumbrancers of the property or any part thereof, conclusive declaration when so recorded, shall be, as to all subsequent purchasers or encumbrancers of the property existing by reason of this Agreement. (c) All property of default by Buyer and of Seller's election to terminate all rights in the property shall be retained by Seller as compensation for the property shall be retained by Seller as compensation for the priori of details by puyer and of belief's election to terminate all rights in the property existing by reason of this Agreement. (c) All moneys paid by Buyer and all improvements constructed in or upon the property shall be retained by Seller as compensation for the upon the property shall be retained by Seller as compensation for the agreement, and liquidated damages to Seller for such upon the property shall be retained by Ruyer, consideration for the execution of this Agreement, and liquidated damages to Seller for such moneys paid by Buyer and an improvements constructed in or upon the property shall be retained by Seller as compensation for the use and occupancy thereof by Buyer; consideration for the execution of this Agreement; and liquidated damages to Seller for such default and not as a negative therefor

(b) at such earlier time as the Seller in his/her sole discretion may determine, the Seller shall execute and deliver a (a) Full payment of the balance payable under the terms of this Agreement or default and not as a penalty therefor. Special Warranty Deed conveying to Buyer the aforementioned title to said property, said deed to be identical in its language and effect while was round to all applicable National and State statutes and regulations then affecting the transfer of real estate or of any 19. If any part of said principal sum or the interest thereon shall not have been paid at the time of the execution and delivery of the

deed to said property as provided in paragraph. 18 hereof, Buyer shall simultaneously execute and deliver to Seller a promissory note in the same of such unperiod amount, paragraph is installments in the same amount as provided in paragraph. ured to said property as provided in paragraph, to nereot, mayer suan simultaneously execute and deliver to Seller a promissory note in the sum of such unpaid amount, payable in installments in the same amount as provided in paragraph 4 hereof, and a purchase money mortgage eaching same, which shall be a first like upon said amount, and mortgage eaching same, which shall be a first like upon said amount. one same or such unpaid amount, payable in instanments in the same amount as provided in paragraph 4 nereot, and a purchase money mortgage securing same, which shall be a first lien upon said property, said note and mortgage to bear the same date as said deed, the morrage secured saids which suggests be a rescribed thou and blobs at 2 and the detailed provisions of both, so far as not in conflict with language of said note and mortgage to be subject to Seller's approval; and the detailed provisions of both, so far as not in conflict with this Agreement, to be those contained in the printed forms of such instruments then in common use by the Veterans Administration or any successor in interest thereof in the State wherein the property is situated except that interest, wherever mentioned in said forms, shall be at the same rate as provided in paragraph 4.

21. Buyer shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, 20. Seller's title is satisfactory to Buyer as of the date hereof. note, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of either, whether such be payable in one sum only, or periodically or otherwise, and for all revenue, documentary, or other stamps or erener, whether such he payable in one sum only, or periodicary or otherwise, and for an revenue, documentary, or other samps required to be affixed to any such instrument. Buyer shall also pay the fees for recording the deed and the mortgage when executed. 22. Seller's rights hereunder, without the consent of Buyer. The Buyer shall notify the Seller, of an assignment of the Buyer's interest in

23. Any notices from one party hereto to the other party shall be in writing and delivered in person or forwarded by certified mail. Notices to Buyer shall be addressed to the property hereinabove described unless Buyer shall have previously furnished to Seller written rouces to buyer snau be addressed to the property nereinanove described unless buyer snau have previously turnished to seller written notice of a different address, in which event notice shall be sent to the latest address as furnished Seller. Notices to Seller shall be notice of a different address, in which event notice shall be sent to the latest address as furnished Seller. Notices to Seller shall be addressed to the Loan Guaranty Officer, Veterans Administration at the office stated in paragraph 4 until Buyer is notified in writing of a address. Thereafter Buyer shall address any notice to the last address of which he/she shall have been notified.

24 Failure or delay of the Seller to enforce any right or to exercise any option hereunder available because of any default shall not rate as a waver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the seller to thereafter enforce such right or to exercise such option or any other right or option, for the seller to the reafter enforce such right or to exercise such option or any other right or option, for the seller to the reafter enforce such right or to exercise such option or any other right or option.

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