

28675

LAND SALE CONTRACT

Vol. 1183 Page 16427

THIS CONTRACT, made this 19th day of September, 1983,
between the STATE OF OREGON, represented and acting by the DIRECTOR OF
VETERANS' AFFAIRS, hereinafter called the Seller, and HAROL JAY PARRISH
AND SUSAN PARRISH, Husband and Wife, hereinafter called the Buyer.

WITNESSETH: That in consideration of the mutual covenants and
agreements herein contained, the Seller agrees to sell unto the Buyer
and the Buyer agrees to purchase from the Seller, all of the following
described land and premises situated in Klamath County, State of Oregon,
to wit:

A parcel of land situate in the $W\frac{1}{2}SW\frac{1}{4}$ of Section 34, Township 38, South,
Range 11 $\frac{1}{2}$ East of the Willamette Meridian, in the County of Klamath,
State of Oregon, more particularly described as follows:

Beginning at a point on the West line of said $W\frac{1}{2}SW\frac{1}{4}$ of Section 34 which
bears North a distance of 1080.0 feet from the $\frac{3}{4}$ " iron pipe marking
the Southwest corner of said Section 34; thence continuing North along
said West line a distance of 450.0 feet; thence East a distance of 600.0
feet to a $\frac{1}{2}$ " iron pin; thence South, parallel with the West line of said
Section 34, a distance of 450.0 feet to a $\frac{1}{2}$ " iron pin; thence West a
distance of 600.0 feet to a $\frac{1}{2}$ " iron pin and the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED
TO THE PROPERTY: Year/1980, Make/Sequoia, Serial Number/4587, Size/24x48.

PURCHASE PRICE AND PAYMENT

Buyer agrees to pay the total purchase price for the property of
the sum of \$31,000.00, payable as follows:

- A) The sum of \$1,550.00, as down payment, IN THE FORM of fair
market value of improvements to the property, hereby to be
completed by the Buyer to satisfy ORS 407.050(3) according to
the attached Purchase and Improvement Agreement.

Ok. 28.00

- B) The remaining balance of \$29,450.00 shall be paid in monthly installments of \$265.00, or more, each including interest at the VARIABLE rate of 9 percent per annum from the 1st day of September, 1983, plus an amount necessary to accumulate the estimated ad valorem taxes, when due and payable for each successive year. The first of said installments to be paid on the first day of November, 1983, and to continue on the first day of each month thereafter until October 1, 2003, when the full amount of principal, interest, tax advances, and other charges shall be fully paid, such payments to be applied first on the interest, then tax advances, the remainder on the principal.

INTEREST RATE

The annual percentage rate during the term of this contract is variable and shall be the same as that fixed by the Director pursuant to ORS 407.072 and ORS 407.073.

TRANSFER

The Buyer must obtain prior written consent from the Director to sell, transfer, assign, lease, hypothecate, pledge, mortgage, or in any manner dispose of any of his interest under this Agreement and in the subject real property. The interest rate from the date of transfer shall be the same as that prescribed by ORS 407.073.

POSSESSION

The parties hereto do hereby acknowledge that the purchaser will have possession of the subject property in a due and lawful manner as of the date of this contract.

BUYER FURTHER COVENANTS AND AGREES:

1. Not to permit a vacancy in, nor removal or demolition of, any buildings or improvements now or hereafter existing; to keep all buildings in good repair.
2. Not to permit cutting or removal of any trees without written consent of Seller; not to commit or suffer any waste, nor permit any objectionable or unlawful use of premises.
3. Not to permit any delinquent assessment, liens, or encumbrances to exist at any time.

4. To keep all insurable improvements insured during term of contract against loss by fire and other hazards, in company or companies for the maximum insurable amount, or the contract balance. All policies will be made in the name of the Seller with a contract of sale clause in favor of the Buyer. If Buyer fails to effect insurance, Seller may secure same, add cost to balance and cost shall be a debt due. At Seller's option, proceeds of insurance may be used to repair or replace buildings.
5. At Seller's option, all damages received, under right of eminent domain, or for any security voluntarily released, shall be applied to indebtedness.
6. Seller will apply full amount of each payment (base monthly payment plus one-twelfth of estimated tax) to interest and principal when received. Seller will pay real property taxes when due and add same to principal balance. Monthly payments may change from year to year due to fluctuation of real property taxes.
7. Seller's acceptance of delayed payments or performance shall not constitute a waiver by Seller of strict compliance with the contract.
8. If any action or suit is begun or attorney employed by Seller to enforce any remedy under this contract, Buyer agrees to pay costs, including a title report and attorney's fees.
9. If Buyer fails to make all payments when due or keep all agreements of this contract, Seller shall have the right to declare the Agreement null and void, and all right, title, and interest existing in favor of Buyer shall utterly cease and determine, and premises shall revert, without any declaration, forfeiture, re-entry, or other act, to Seller and without any right of Buyer to reclamation for payments, or improvements, same being considered as liquidated damages for nonperformance of this contract; Seller may without notice or demand, enter premises, repossess same, expel Buyer and those claiming under him, remove his effects without being guilty of trespass, and without prejudice to any other remedies which might be used. Seller may elect to consider this contract as existing and declare immediately due and payable the unpaid purchase price, including taxes, interest, and other charges or advances, by reason of any default of Buyer. Time herein is declared to be of the essence.
10. The property being purchased under this contract is sold in an "as is" condition without warranty. Buyer further agrees to hold Seller harmless from any debts incurred for any repairs or maintenance that may be incurred during the term of this contract.

WAIVER:

Failure by seller at any time to require performance by purchaser of any other provisions hereof shall in no way affect seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this nonwaiver clause.

WARRANTY DEED:

If Buyer shall make all payments at the time specified and strictly perform all agreements according to the tenor of this contract, then seller will furnish Buyer a Warranty Deed showing marketable title as of the date of this agreement; subject, however, to any vested rights or easements not of record.

PAYMENTS:

Buyer has the privilege to increase payments, or pay the entire remaining balance hereunder in full, without penalty.

PLURAL AND SINGULAR:

In construing this Agreement, it is understood that the Vendor or Purchaser may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural; the masculine, the feminine, and the neuter.

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SELLER

IN WITNESS WHEREOF, Seller has caused this contract to be executed in duplicate on its behalf by the Director of Veterans' Affairs, and Buyer has hereunto set his hand and seal.

STATE OF OREGON

BY Leonard P. Hill
LEONARD P. HILL - BRANCH MANAGER

Acting for the Director of
Veterans' Affairs

STATE OF OREGON

County of CLATSOP } SS

On this 20 day of Sept, 1983, before me a Notary Public, personally appeared the above named, Leonard P. Hill, acting for the Director of Veterans' Affairs, for the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and official seal.

Charles E. Matson
Notary Public for Oregon
My Commission Expires: 10-18-86

Harold Jay Parrish
HAROLD JAY PARRISH - Buyer

Susan Parrish
SUSAN PARRISH - Buyer

STATE OF OREGON

County of CLATSOP } SS

On this 19th day of SEPTEMBER, 1983, before me a Notary Public personally appeared the above named and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Charles E. Matson
Notary Public for Oregon
My Commission Expires: 10-18-86

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After recording, return to:

Department of Veterans' Affairs
124 North 4th Street
Klamath Falls, Oregon 97601

Until a change is requested, all
tax statements shall be sent to
the following address:

Department of Veterans' Affairs
Tax Division
1225 Ferry Street, SE
Salem, Oregon 97310

STATE OF OREGON

County of _____ } SS

I certify that the within
instrument was received for record
on the _____ day of _____, 19____,
at _____ o'clock _____ M.,
and recorded in Book _____, on page _____,
or as file/reel number _____,
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Recording Officer

BY: _____

Deputy

PURCHASE AND IMPROVEMENT AGREEMENT

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CO 1967

THIS AGREEMENT, made this 19th day of September, 1983, by and between the State of Oregon, acting by and through the Department of Veterans' Affairs, and hereinafter called the Seller, and HAROL JAY PARRISH AND SUSAN PARRISH, Husband and Wife, hereinafter called the Purchaser.

Purchaser hereby agrees to complete all improvements to the property located at Route 1, Box 249C, Bonanza, Oregon, in accordance with the approved plans and specifications hereby accepted to satisfy the requirements of ORS 407.050(3).

The improvements to be completed are:

1. Install electric cook stove.
2. Install Earth Stove-wood stove to Klamath County Building Dept. approval.
3. Rebuild pump house to include insulation, wiring and plumbing as necessary.
4. Rebuild decks and install awnings.
5. Clean carpets throughout.
6. Repanel seven walls where damaged.
7. Repair bullet holes.
8. Clean up weeds around trailer and plant a lawn.

Purchaser further covenants and agrees:

1. That all improvements will be completed in a workmanlike manner at no cost to the Department of Veterans' Affairs.
2. Not to permit any liens for labor or materials, or delinquent assessments, to exist on subject property at any time.
3. To complete all improvements in accordance with the approved plans and specifications within 180 days of purchase.
4. That failure by the Purchaser to complete the improvements within the time allowed shall be considered a breach of the purchase agreement, and grounds for foreclosure by the Director.
5. To assume any liability for any loss in market value suffered by the property as a result of nonperformance of this agreement.
6. That all improvements must be inspected and approved by the Department of Veterans' Affairs to fulfill this agreement.

WITNESSED:

SIGNED:

BY:

James W. Wesley
JAMES W. WESLEY

Harol Jay Parrish
HAROL JAY PARRISH
Susan Parrish
SUSAN PARRISH

IMPROVEMENTS COMPLETED:

BY:

MICHAEL L. SCHNEYDER

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 23rd day of September A.D., 1983 at 12:44 o'clock PM, and duly recorded in Vol M 83, of Deeds on page 16427.

EVELYN BIEHN, COUNTY CLERK

Fee \$28.00

by Pam Smith deputy