



6. Homeowner has executed a Promissory Note in favor of the City the same date as this agreement and, to secure said note, a Trust Deed to the City which document Homeowner acknowledges will be recorded by City. In addition, Homeowner acknowledges that City may record this agreement.
7. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowner in this agreement. This agreement shall be binding upon the successors of the parties. Homeowner shall not assign this agreement.
8. In the event of legal suit or action including any appeals therefrom, brought by either party against the other to enforce any of the obligations of this agreement, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorney's fees and expert witness fees, as may be set by the court. This agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Klamath County, Oregon.
9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties.
10. THE HOMEOWNER UNDERSTANDS AND AGREES THAT THE CITY NEITHER HAS NOR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION, LEGAL OR OTHERWISE, IN CONNECTION WITH ANY CONTRACT WORK OR WITH MATERIALS OR EQUIPMENT SUPPLIED; AND THAT ANY GUARANTEE OR WARRANTY OF CONTRACT WORK OR MATERIALS MUST BE OBTAINED BY THE HOMEOWNER FROM WHOEVER SUPPLIES SUCH MATERIALS OR PERFORMS SUCH WORK; AND THAT THE CITY IS NOT RESPONSIBLE FOR THE QUALITY OR ACCEPTABILITY OF SUCH WORK OR MATERIALS; AND THAT IN CONNECTION WITH SAME, THE PROPERTY MUST BE KEPT FREE OF CONSTRUCTION LIENS.
11. HOMEOWNER ACKNOWLEDGES RECEIVING A COPY OF THIS LOAN AGREEMENT AND OF A COPY OF THE PROGRAM.

IN WITNESS WHEREOF, this loan agreement has been duly executed by the undersigned, as of the date above written.

CITY:

By George C. Hittreft  
Mayor  
Attest: Barren Fowler  
Recorder

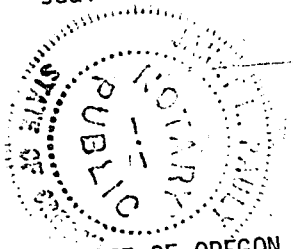
HOMEOWNER

Salvador G. Jaimes Salvador G. Jaimes  
Nancy R. Jaimes Nancy R. Jaimes

STATE OF OREGON, )  
County of Klamath ) ss.

BE IT REMEMBERED, that on this 4th day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Salvador and Nancy Jaimes known to me to be the identical individual(s) described in and who executed the within Loan Agreement and acknowledged to me that said individual(s) executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



STATE OF OREGON, )  
County of Klamath ) ss.

Personally appeared George Flitcraft and Karren Fowler, who being first duly sworn, each for himself and not one for the other, did say that the former is the Mayor and that the latter is the Recorder of the City of Klamath Falls, a municipal corporation of the State of Oregon, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its Council; and each of them acknowledged said instrument to be its voluntary act and deed.

Dated this 4th day of November, 1983.

Before me:

Danna L. Stohlmeier  
Notary Public for Oregon  
My Commission Expires: 10/28/87

Return:  
City of Klamath Falls  
Box 237  
Klamath Falls, Ore  
97601  
Attn: Danna

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 16th day of Feb. A.D. 1984  
at 3:19 o'clock P M, and duly  
recorded in Vol. M84 of Mortgages  
Page 2530

EVELYN BIEHN, County Clerk

By Janet Smith Deputy

Fee 12.00