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CITY OF KLAMATH FALLS

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HOUSING REHABILITATION LOAN PROGRAM

Home Improvement Loan Agreement

THIS AGREEMENT is made this <u>4th</u> day of <u>November</u>, 1983, between the City of Klamath Falls, Oregon, a municipal corporation ("City") and <u>Salvador and Nancy Jaimes</u> ("Homeowner").

WITNESSETH: That in consideration of a loan of <u>Eleven thousand six hundred</u> <u>ninety-eight and 00/100ths</u> (\$ 11,698.00) Dollars from the City, of technical and other assistance provided by the City in connection with repairs and/ or improvements to Homeowner's property, and of promises contained in this agreement, the Homeowner and the City agree as follows:

1. The work to be paid for with loan proceeds in an amount not to exceed shall include only repairs and improvements listed or described in the Contract Documents and other eligible costs approved by the City, which documents are hereby incorporated by reference within this agreement. Homeowner's property to be improved is located at <u>2033 White Street</u> (street address) in the City of Klamath Falls, Klamath County, Oregon, and more

particularly described as: Lot 13, Block 202, MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2. Homeowner and City agree that the administration of the construction work to be performed with the loan proceeds shall be governed by and subject to the terms of the Contract Documents and the applicable terms of the Housing Rehabilitation Loan/Grant Program for the City of Klamath Falls, Oregon, as adopted by the City Council and currently existing as of the date of this Agreement.

3. The Homeowner expressly authorizes the City to establish a rehabilitation account with the loan proceeds, and to disburse such proceeds in accordance with the Contract Documents and the Program.

4. The Homeowner will begin the contract work on or after receiving written authorization to proceed from the City, and will complete the work within 45 days of such receipt. If the work is not completed within such time, and the completion date has not been extended in writing by the City due to work delay not caused by Homeowner's negligence or neglect, the City shall have the right to complete the work by whatever method it deems expedient, and the right to use any amount remaining in the Homeowner's rehabilitation account to pay the costs of such completion.

5. Homeowner shall notify City in writing of the sale or transfer, whether for consideration or not, of any legal or equitable interest in any part of the property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Home-owner knows that there will be a sale or transfer and not later than one week before the expected sale or transfer except in the case of the death of the last surviving Homeowner, in which case the Homeowner's estate shall notify the City as soon as reasonably possible. The notice must include the name of the Homeowner, the address of the property, the name of the person to whom the property is being sold or transfered, and the name of any person or company who is acting as a closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowner authorizes City to contact any of the persons so named and authorize and direct such persons to Pay City any obligations owing under this agreement from any monies which such persons owe to Homeowner.

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 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 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 amount for investigation costs, accorney s rees and expert witness rees, 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 enforce-9. This document contains the entire agreement between the parties and shall 9. This document contains the entire agreement between the part 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 CHADANTEE OD CONTDACT WORK OD WITH ANY CHADANTEE OD CONTRACT WORK OR WITH MATERIALS OR EQUIPMENT SUPPLIED; AND THAT ANY GUARANTEE OR WARRANTY OF CONTRACT WORK OR MATERIALS OK EQUIPPIENT SUPPLIED; AND THAT ANT GUARANTEE WATERIALS MUST BE OBTAINED BY THE HOMEOWNER FROM WARNAWIT OF CONTRACT WORN OR PRETERIALS POST DE OBTATIVED DI THE HOPEOWNER FROM WHOEVER SUPPLIES SUCH MATERIALS OR PERFORMS SUCH WORK; AND THAT THE CITY IS NOT DECROMETRIE FOR THE OUNTITY OF ACCEPTARTITY OF CHOL HOPE OF MATERIALS. AND THAT RESPONSIBLE FOR THE QUALITY OR ACCEPTABILITY OF SUCH WORKS AND INAL INC. LILL IS NOT THE COMMECTION WITTLE CAME THE PROPERTY MUST BE VEDT FORE OF COMETDUCTION LITTLE IN CONNECTION WITH SAME, THE PROPERTY MUST BE KEPT FREE OF CONSTRUCTION LIENS. 11. HOMEOWNER ADKNOWLEDGES 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: HOMEOWNER E Flitraff Salvador G. Jaimes 🗲 Attest: Recorder Man CY R Waines

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STATE OF OREGON, ss. , 19^{83.} BE IT REMEMBERED, that on this <u>4th</u> day of <u>November</u> before me, the undersigned, a Notary Public in and for said County and State, County of Klamath personally appeared the within named <u>Salvador and Nancy Jaimes</u> 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. Notary Public for Oregon My Commission Expires: _____ 15 184 n \Box STATE OF OREGON, ss. Personally appeared George Flitcraft and Karren Fowler, who being first County of Klamath 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 yet day of november, 19 83. Before me: Notary Public for Oregon Notary Public for Oregon Nu Commission Expires: 10/28/87 City of Hameth Falls City of 237 Bot 237 Hameth Jalle, Ore Hilameth Jalle, Ore Atta: Donne. My Commission Expires: Return STATE OF OREGON,) County of Klamath) Filed for record at request of A.D. 19 84 on this 16th ay of Feb. o'clock ____ M, and duly at_3:19 recorded in Vol. M84 of Mortgages Page 2530 EVELYN BIEHN, County Clerk By TAmemuth, Deputy Fee 12.00