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SECTION 2 POSSEDON	act and those placed upo	n the proced. Such Warranty Deed	s Contract and performances by Due	
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2.1 POSSESSION, main TENANCE Buyer will permit Seller and its agents to enter the pro (30) consecutive days. 2.2 MAINTENANCE. Buyer shall keep all and repair. Buyer shall not permit any waste or remo Seller. Except for domectic	times	to inspect the property. Buyer show	is Contract. It is understood and	`
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seopardized.	old compliance during any	ice, Buyer shall promptly make all	tions, rules, and other requirements	sent of Seller.
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SECTION 5 SECURITY IN THE PROPERTY. Sale of the property in	of the property, Buyer and	d Seller shall -		
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If a condemning authority takes all or any portion of respective interests in the property. Sale of the property in SECTION 5. SECURITY AGREEMENT This instrument shall constitute a security agreemen description of the property. Upon request of Seller, Buyer shall, without further auth inder the terms of this Contract, Buyer shall, within three (3) ECTION 6. DEFAULT 6.1 EVENTS OF DEFAULT	10 walt -	- saving or the proper	ty,	alues of their
le the statements at Buyer's expense three lier, Buyer sh	all execute and and of the	Uniform Commercial		
ECTION CONTRACT, Buyer shall, within the	orization from Buver	financing statements in the form	pect to any personal process	
<ul> <li>description of the property. Upon request of Seller, Buyer she tatements at Buyer's expense. Without further auth date the terms of this Contract, Buyer shall, within three (3)</li> <li>ECTION 6. DEFAULT</li> <li>6.1 EVENTS OF DEFAULT. Time is of the essence (a) Failure of Buyer to make any payment month provide active to make any payment to the provide active to the provi</li></ul>	days of receipt of written	demand from Can any time file copies of the	Contract on Commercial Contract	d within the
0.1 EVENTS OF DEFAULT	ana Printa tenese	seller, assemble the p	ersonal as mancing statements in	
(a) Failure of Buyer to make any	e of this Contract. A defai	It Shotten	and make it available	e to Seller.
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receiving Notice	obligation in the	oncerning non-navment	cure shall be required in	
<ul> <li>(a) Failure of Buyer to make any payment v month period Seller has already sent th</li> <li>(b) Failure of Buyer to perform any other receiving Notice of Default from Seller.</li> </ul>	Such Notice shall and	in addition to payment prime	ient under this Contract.	reive (12)-
(b) Failure of Buyer to perform any other of receiving Notice of Default from Seller.	- shan specify	the nature of the default.	perform obligation within thirty mon	
				∞ys after
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0.4 KF	REDIES ON DEFAULT IN the month of Carlos A
PO 20005 TOD (8)	2 Declare the entire holds were of a default. Selier may take any one or more of the following the
***** (b) <b>:</b>	EDIES ON DEFAULT. In the event of a default selier methade any one or more of the following steps: 2533 YERDOTYA ONA 3760
(c)	Specifically endorse the terms of this Contract by suit in equity:
(d)	Specifically enforce the terms of this Contract by suit in equity:
(e)	respect to any part of the property which constitutes personal property in which Seller has a security interest. Choose to impose a late charge. The charge will not exceed five (5) come solutions and security interest.
(-/	In days showing the charge will not exceed five the charge wil
(f)	
	Declare this Contract to be void thirty (30) or more days after Seller gives written notice to Buyer of Seller's intention to do so, unless the performance to Seller's intention to do so, unless the performance to Seller's intention to do so, unless the performance to Seller's half case without further act by Seller. Seller shall then be entited as intention to the thirty (30) days, all of Buyer's performance to Seller's half case without further act by Seller. Seller shall then be entited as intention to the thirty (30) days, all of Buyer's performance to Seller's half case without further act by Seller. Seller shall then be entited as intention to the thirty (30) days, all of Buyer's performance to Seller's half then be entited as intention to the thirty (30) days.
	then due under this Contract to be void thirty (30) or more days after Seller gives written notice to Buyer of Seller's intention to do so, unless the performance Contract shall cease without further act by Seller. Seller shall then be entitled to immediate possession of the property, all of Buyer's rights under this to Seller by Buyer may be kept by Seller as reasonable rental of the non-mediate possession of the property. All navements
the state of the second	Contract shall cease without further act by Seller as complished prior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default.
(g)	to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default.
	Appoint a receiver. Seller shall be entitled to the appointment of a receiver as a matter of infair time of default. the property exceeds the amount of the balance due on the Contract. Any receiver as a matter of right: It does not matter whether or not the apparent value of disquality a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may: () Use, operate, manage, control, and conduct business on the property and the property, the receiver may:
i i state sustais s	<ol> <li>Use operate interving as a receiver. Upon taking possession of all or any part of the provide and the provide of the provide of</li></ol>
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1	and management
in Changelou a d	<ul> <li>(ii) Collect all rents, revenues, income, issues, and profits from the proper;</li> <li>(iii) Consistent of the property and apply such sums to the necessary expenses of use, operation,</li> <li>(iii) Complete any construction in progress on the property and apply such sums to the necessary expenses of use, operation,</li> </ul>
	lunds, employ contractors and bioperty, at Seller's option. To complete the
وأيحج ويعجب المراج	(iii) Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications that Seller deems appropriate. If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as this Contract. Amounts borrowed from or advanced by Seller shell be self a set of the paragraph. Repayment of such sums of such sums as the property are insufficient to pay expenses.
	receiver deems processes and insurricient to pay expension, the second
	this Contract. Amounts berowed from the purposes stated in this according to the purpose stated to the purpose stated in this according to the purpose stated to the purp
,	receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums as this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract by Seller shall be an interest at the same rate as the balance on this Contract by Seller shall be an interest at the same rate as the balance on this Contract by Seller shall be an interest at the same rate as the balance on this Contract by Seller shall be an interest at the same rate as the balance on this Contract by Seller shall be an interest at the same rate as the balance on this Contract by Seller shall be and the same rate as the balance on this Contract by Seller shall be and the same rate as the balance on this Contract by Seller shall be and the same rate as the balance on this Contract by Seller shall be seller shall be and the same rate as the balance on this Contract by Seller shall be and the same rate as the balance on the same rate as the balanc
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	uyer's right to collect the income from the property. In the event of default and at any time the property any
	user's right to collect the Income from the property. In the event of default and at any time hereafter. Frior to default, Buyer may ther user to make payments of rents or use fees directly to Seller. If the income either through itself or a receiver. Seller may notify any tenant or user's attorney-in-fact and gives Seller permission to endorse rent or fee checks in Buyer's name. Buyer allo gives Seller Seller as awarents are made and the second seller. If the income is collected by Seller, then Buyer irrevocably designates Seller as awarents are made and the second seller. If the income is collected by Seller, then Buyer irrevocably designates Seller as
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	Avenetis are made whether
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6.3 REMED	Agments are made, whether or not any proper grounds for the demand existed. Seller's demand shall satisfy the obligation for which the officiation and the balance (if any) to payment of sums due from Buyer to Seller under this Contract.
dies.	S Nonexclusive. The remedies provided above shall not exclude access this contract.
	S NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such
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ourse Seller for all a	errorm any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall nounts expended in so doing on demand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller Buyer's default.
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ION 8. WAIVED	는 것은 것은 것은 것은 것을 하는 것을 하는 것을 받았다. 이 것은 것을 가지 않는 것을 해야 한 것을 것을 했다. 것은 것은 것은 것은 것은 것을 가지 않는 것을 하는 것을 하는 것을 하는 것을 가지 않다. 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이

r hisy take any one or more of the following steps: 2213 YEMADITA ORA 3760

SECTION 8. WAIVER

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remedies SECTION

Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. If a party waives a

breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself.

### SECTION 9. INDEMNIFICATION

6.2

REMEDIES ON DEFAULT. In the event of a default, Sele

Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability ansing out of or in any way connected with Buyer's possession or use of the property: Buyer's conduct with respect to the property; or any condition of the property. In the event of any litigation or proceeding brought against Seller and arising or the property, days a connected with any of the above events or claims, against which Buyer agrees to defend Seller, Buyer shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller. defend such actions or proceedings through legal course) reasonably satisfactory to Seller. The function of the second se

540 This Contract shall be binding upon and for the banefit of the parties, their successors, and assigns. But no interest of Buyer shall be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers

er of this section. As a condition to such consent, Seller may increase the interest rate under this Contract from the date of the transfer. Any increase in the interest rate under this

Contract shall entitle the Seller to increase monthly payments. Monthly payments may be increased to the amount necessary to retire the obligation within the time provided for in Section 1, 1.3, in this Contract. Any attempted assignment in violation of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of and consent to any and all extensions and modifications of this Contract granted by Seller. Any other person at any time obligated for the performance of the terms of this Contract also hereby waives such notice and consent. Any such extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract.

## SECTION 11. TRANSFER FEE

If any interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred, a fee to cover administrative costs will be immediately due and payable to Seller. The amount of the fee shall be prescribed by Seller's duly adopted Oregon Administrative Rule 274-20-440. SECTION 12. NOTICE Nelen Louise

Any notice under this Contract shall be in writing and shall be effective when actually delivered in person or ten (10) days after being deposited in the U.S. mail, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

## SECTION 13 COSTS AND ATTORNEY FEES SOULD CHILD STOLED BOT TO STOLE 3761

10 CONTRACT NO.

mersenini TRIARED NO 2005 Mga 5.8 Events may occur that would cause Seller or Buyer to take some action, Judicial or otherwise, to enforce or interpret terms of this Contract. Should such actions be taken, the prevailing party shall be entitled to recover from the other party all expenses reasonably incurred in taking such action. Such expenses shall include, but are not limited to the following costs: Sources's enterior the rates of this Contract by suil monthly 1.3 the endermances and and soont scores searching records, and the barrists of the selection time of the

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whether incurred in a suit or action, in an appeal from a judgement or decree therein, or in connection with nonjudicial action. SECTION 14. SURVIVAL OF COVENANTS to accession of all and the second state of the state of the state of the second state of th

Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price, shall survive the closing and the final payment of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms, basing schede acts SECTION 15. GOVERNING LAW, SEVERABILITY, DEMONSTRADER REPORT VALUETING OF RESULTED AND AN INCOMENTATION OF THE PROPERTY OF THE PROPERTY.

This Contract shall be governed by the laws of the State of Oregon. In the event that any provision or clause of this Contract conflicts with applicable law, such conflict shall not affect any other provision and, to this end, the provisions of this Contract are severable, applied of the contract SECTION 16. REPRESENTATIONS; CONDITION OF PROPERTY Department and and an and a store to see an and a second and a second

Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any personal property sold under this Contract, in their present condition, AS IS. Present condition includes latent defects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this Contract or are in writing signed by Seller. Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zoning, building, housing, and other regulatory ordinances and laws. Buyer also agrees to accept the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property. Buyer agrees that Seller has made no representations with respect to such laws or ordinances. A sent to be a sen er part even a real archiver four or eavera a by Seller shall bour faller but fall subar part es that blocade on in 4 Ocon 12 at 170 best after

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APPAREN SUL EXCITER

THIS INSTRUMENT, DOES NOT, GUARANTEE THAT, ANY PARTICULAR, USE MAY, BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT: A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the property. The document supersedes and replaces all prior or existing written and oral agreements (including any sale or earnest money agreement) between the parties or their representatives relating to the property.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above written: who a measure will be with the read to be the to and the base Contant by faller to an action of the to be t 1.82 1000

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STATE OF CALIFORNIA COUNTY OF San Diego SS. On 3-8-85 before me, the under signed Notary Public, personally appeared. SEAL Bobby Joe Raney and Helen Louise Raney Non-Tradaceres of all and the states OFFICIAL SEAL (personally known to me) (proved to me on the basis of satisfactory 12.23 EV.7 ANNETTA HARRIS evidence) to be the person <u>S</u> whose name S subscribed Para d'ar NOTARY PUBLIC CALIFORNIA to the within instrument and acknowledged that they xecuted the PRINCIPAL OFFICE IN or Oregon same. SAN DIEGO COUNTY Ly Commission Exp. July 15, 1988 Signature SELLER: **Director of Veterans' Affairs** wen Illa By Gwen Ulrev ocessing Center Manader. loan STATE OF OREGON 59 1985 February 27 Deschutes County of. 11257 Personally appeared the above named Gwen U1 rey and, being first duly evorn, did say that he (she) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by and, being first duly sworn, did cay was authority of its Director. + STARY 14 ..... C 213 Before me: Notary Public For Oregon 1.3 My Commission Expires: 08.29.86 Q, 12:05 unn CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONL

AFTER RECORDING, RETURN TO:

DEPARTMENT OF VETERANS' AFFAIRS 155 NE REVERE AVENUE BEND, OREGON 97701

CO4360 CONTRACT NO. Page 5 of 5

### Exhibit "C"

1. Taxes for the fiscal year 1984-1985, not assessable due to

2. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use 3763 Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied and in addition thereto a penalty may be levied if notice of disqualif-

Rights of the public in and to any portion of the herein 3. described premises lying within the limits of streets, roads or

4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Langell Valley Irrigation District.

5. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.

Reservations and restrictions as contained in Patent from

United States of America recorded November 15, 1920 in Volume 54, page 365, Deed Records of Klamath County, Oregon, to wit: "subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decidions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United

7. Reserving a portion of the oil, gas and mineral rights by deeds recorded in Volume 262, page 466 and Volume 262, page 468, Deed Records of Klamath County, Oregon recorded August 24, 1953. Easement for roadway purposes over the Southerly 30 feet of 8. the  $W_2^1 N W_2^1$  of Section 21, Township 39 South, Range 12 East as set

out in instrument recorded in Volume M74, page 15885, Microfilm

1.3764

# EXHIBIT "A"

Buyer has agreed to make improvements to the property in lieu of the other means of satisfying the down payment requirements. The value of improvements to be completed by the buyer is \$2,895,00Buyer shall make the improvements in accordance with the Property Improvement Agreement, Form 590-M, signed this date. The value of the improvements will not reduce the balance on the contract; it will increase the value of the property.

Exhibit "B"

PARCEL 1:

The NE $\frac{1}{2}$  of Section 20, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the  $S_{2}^{1}S_{2}^{1}NE_{2}^{1}NE_{2}^{1}$ .

PARCEL 2:

Th  $W_2^1W_2^1NW_2^1$  of Section 21, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

STATE OF

The  $W_2^1 N E_2^1$  of Section 20, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

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	hereby certify that the within instrument was received and filed for ecord on the <u>13th</u> day of <u>March</u> A.D., 19 <u>85 at 3:09</u> o'clock P M nd duly recorded in Vol <u>M85</u> , of <u>Deeds</u>	
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