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DATED March 19, 1985

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On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following described real

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Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Mills Addition.

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Oregon Veterans' Building 700 Summer Street, NE

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in the record Seiter has a ready one tisted (2) edictor to Buyer consensing incrept the one is to be payment under this Configure Seems of Buyer to perform any other estimation in this Contract in addition to payment. Buyer much perform policymen which that y 120, once after as agreeing of baland from Codo, Soon Notice shall opecly the nature of the default.

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SECTION 1. PURCHASE PRICE; PAYMENT  1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.2 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.2 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.2 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.2 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.3 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.4 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.5 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.6 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$  1.7 TOTAL PURCHASE PRICE. Buyer agree buyer agre	32,000.00		
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1.2 PAYMENT OF TOTAL PURCHASE FIND. 1,800.00  Seller acknowledges receipt of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of the sum of \$ 1,800.00 , which amount of \$ 1,800	from Buyer, as down payment of punt constitutes the fair market	value of improvements to be dance with the Property Impro	e completed by the evement Agreement,
Seller acknowledges receipt of the sum of \$	Billibiosemon	haring OD	the first day of
Form 590-M, signed this sales 30,200.00	shall be paid in p	ayments beginning on	
April 1  Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due.	a Lainnean Internation 1		tition to that amount.
April 1	Buyer also shall pay to Seller	Off definance any area	
Buyer shall pay an amount estimated by come		ents change. The money paid	by Buyer to Seller for
The total monthly payments on this Contract shall change if the interest rate change	r navs Seller for taxes and asse	ssments, that payment will be	e subtracted from the
the navment of taxes and assessments will be a second ments that amount v	VIII DE AUGEO LO LITO DULISTICO	on the Contract.	2005
balance due on the Contract. Which is a 20 year Contract and the fir	nal payment is due	(month, day)	(year)
TERM OF CONTRACT Trills is a  1.4 INTEREST RATE. The annual interest rate during the term of this Contract solvency of the Department of Veterans' Affairs. The Seller may periodically change the	ct is variable; it cannot increase interest rate by Administrative	Bule pursuant to the provision	ns of ORS 407.375 (4).
1.5 PRE-PAYMENTS. Buyer may prepay all of any polition and to Depart			n, Oregon 97310-1201,
1.6 PLACE OF PAYMENTS. All payments to John unless Seller gives written notice to Buyer to make payments at some other place.  1.7 WARRANTY DEED. Upon payment of the total purchase price for the property Seller shall deliver to Buyer a Warranty Dec.		entract and performances by E	Buyer of all other terms.
	operty as provided for by this oc	warrant marketable title, exc	ept for those liens and
conditions, and provisions of the Contract, conjugate and those placed upon the pro-	perty or suffered by bayor and		
		<u>.</u>	nd agreed, however, that
SECTION 2. POSSESSION; MAINTENANCE  2.1 POSSESSION. Buyer shall be entitled to possession of the property Buyer will permit seller and its agents to enter the property at reasonable times, to ins	nect the property. Buyer shall no	ot permit the premises to be v	acant for more than that
Bureau ill permit Seller and its agents to enter the property			noithnot book is an a
(20) consecutive 02/5.	and landscape now existing, or i	Maria di Alexandria	o prior written consem of
(30) consecutive days.  2.2 MAINTENANCE. Buyer shall keep all buildings, other improvements, and repair. Buyer shall not permit any waste or removal of the improvements, nor not not repair. Buyer shall not permit the cutting or removal of any	nake any substantial improvem	and gravel, without prior writt	ten consent of Seller.
and repair. Buyer shall not permit any waste of tomore and removal of any	trees, nor removal of any dark	tions, rules, and other require	ments of all governmental
and repair. Buyer shall not permit any waste or removal of the improvement of any Seller. Except for domestic use, Buyer shall not permit the cutting or removal of any Seller. Except for domestic use, Buyer shall not permit the cutting or removal of any Seller. Except for domestic use, Buyer shall promptly comply with all law authorities applicable to the use or occupancy of the property. In this compliance, contest in good faith any such requirements and withhold compliance during any pro-	s, ordinances, regulations Buyer shall promptly make all r ceeding, including appropriate a	equired repairs, alterations, ppeals, so long as Seller's int	erest in the property is not
contest in good faith any such requirements and the same	and the second second		

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- often intens and hittiff assessments of the PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other SECTION 3. INSURANCE endorsements required by Seller) on an actual cash value basis covering all improvements on the property. Such insurance shall be in an amount sufficient to avoid application of any co-insurance clause. Insurance shall be made with loss payable to Seller and Buyer, as their respective interests may appear. In the event of loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep insurance in force, Seller may obtain insurance, and add the cost to the balance due on the Contract. The insurance cost shall be payable to Seller on demand.
- APPLICATION OF PROCEEDS. All proceeds of any insurance on the property shall be held by Seller. If Buyer chooses to restore the property, Buyer shall repair or replace the damaged or destroyed portion of the property in a manner satisfactory to Seller. Upon satisfactory proof of restoration, Seller shall pay or reimburse repair or replace the damaged or destroyed portion of the property in a manner satisfactory to seller, upon satisfactory proof or restoration, seller shall keep a sufficient amount of the Buyer from the insurance proceeds for the reasonable cost of repair or restoration. If Buyer chooses not to restore the property, Seller shall keep a sufficient amount of the proceeds to pay all amounts due under this Contract, and shall pay the balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within 180 proceeds to pay an amounts due under this contract, and shan pay the balance of the insurance proceeds to Buyer. Any proceeds which have not over paid out whilm 160 days after their receipt, and which Buyer has not committed to the repair or restoration of the property, shall be used to pay first accrued interest and then the principal days after their receipt, and which Buyer has not committed to the repair or restoration of the property, shall be used to pay first accrued interest and then the principal balance due on the Contract.

If a condemning authority takes all or any portion of the property, Buyer and Seller shall share in the condemnation proceeds in proportion to the values of their SECTION 4. EMINENT DOMAIN respective interests in the property. Sale of the property in lieu of condemnation shall be troated as a taking of the property.

This instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property included within the This instrument shall constitute a security agreement within the meaning of the Online Continue Continue to any personal property includes within the description of the property. Upon request of Seller, Buyer shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall description of the property. SECTION 5. SECURITY AGREEMENT description of the property. Opon request of belief, buyer shall execute any necessary managing statements in the form required by the contract as financing statements. Upon default file the statements at Buyer's expense. Without further authorization from Buyer, Seller may at any time file copies of the Contract as financing statements. Upon default the the statements at buyer's expense, without former authorization from euger, belief thay at any time the copies of the Contract as manding statements, upon behalf under the terms of this Contract, Buyer shall, within three (3) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller.

### SECTION 6. DEFAULT

- EVENTS OF DEFAULT. Time is of the essence of this Contract. A default shall occur under any of the following circumstances:
  - Failure of Buyer to make any payment when payment is due. No notice of default and no opportunity to cure shall be required if during any twelve (12)-
  - month period Seller has already sent three (3) notices to Buyer concerning non-payment or late payment under this Contract. Failure of Buyer to perform any other obligation in this Contract in addition to payment. Buyer must perform obligation within thirty (30) days after
  - receiving Notice of Default from Seller. Such Notice shall specify the nature of the default. (b) Page 2 of 5

- REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: 2223 YEAR COLD AND A TELESCOPE FOR A SELECT AND A TELESCOPE FOR A SELECT A SELE
- ed another rise (a) and Declare the entire balance due on the Contract, including interest, immediately due and payable: ton waited an (b) it is Foreclose this Contract by suit in equity; besiden subsequences residences is viriguished on most subsequences.
  - - Specifically enforce the terms of this Contract by suit in equity;
  - Exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise these rights and remedies with (d) respect to any part of the property which constitutes personal property in which Seller has a security interest. (e)
  - Choose to impose a late charge. The charge will not exceed five (5) cents per dollar of the payment in the event Buyer fails to make any payment within 'n
  - 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 Declare this Contract to be void thirty (30) or intrigularys after sense is given written indice to buyer or belief a interment to 00 50, unless the performance then due under this Contract is tendered or accomplished prior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this Contract shall cease without further act by Seller. Seller shall then be entitled to immediate possession of the property. All payments previously made 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 right. It does not matter whether or not the apparent value of Appoint a receiver. Senier Shair be entitled to the appointment of a receiver as a matter of right, it does not matter threater of not the apparent value of the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not disqualify 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 make necessary expenditures for all maintenance and
    - Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation, (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 receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract. Interest shall be charged from the date the amount is borrowed or advanced until the amount is repaid. Any amount borrowed shall be paid by Buyer on
  - Elect to collect all rents, revenues, income, issues, and profits (the "Income") from the property, whether due now or later. Prior to default, Buyer may operate and manage the property and collect the Income from the property. In the event of default and at any time hereafter, Seller may revoke Buyer's right to collect the Income from the property. Seller may collect the income either through itself or a receiver. Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller as Buyer's attorney-in-fact and gives Seller permission to endorse rent or fee checks in Buyer's name. Buyer also gives Seller permission to negotiate and collect such rents or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller shall apply the Income first to the expenses of renting or collection and the balance (if any) to payment of sums due from Buyer to Seller under this Contract.
- REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such 6.3 remedies SECTION 7. SELLER'S RIGHT TO CURE

If Buyer fails to perform any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall reimburse Seller for all amounts 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 SECTION 8. WAIVER

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

Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability arising 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 on the property, buyer a conduct with respect to the property, or any continuous or the property. In the event of any maganion or proceeding brought against content and allowed out of or in any way 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 out of or in any way connected with any of the above events or claims, against mines to defend such actions or proceedings through legal counsel reasonably satisfactory to Selfer. SECTION 10. SUCCESSOR INTERESTS wildanstraa ja asiv

This Contract shall be binding upon and for the benefit 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

ver 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 Contract shall entire the Sellet to increase monthly payments, worthly payments may be increased to the amount necessary to retire the congation 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 walves 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 and consent to any and an extensions and modifications of this Contract granted by Senior. Any other person at any time congated for the performance of the terms of this Contract also hereby walves such notice and consent. Any such extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any Laurence deuce

## 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

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.

C04448 CONTRACT NO.

SECTION 13. COSTS AND ATTORNEY FEES couple unlivered and to grow no secures one year needs directed a business of a Country of the Country of 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 White I fit had we technology and a conenvironment of the search of searching records, and proceedings the control of the search of the sea the explosure of the state of a second com-

- Cost of title reports.
- Cost of surveyors' reports,
   Cost of foreclosure reports,

· Cost of attorney fees.

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

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. SECTION 15. GOVERNING LAW; SEVERABILITY.

to make their the appearance productions and 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.

## SECTION 16. REPRESENTATIONS; CONDITION OF PROPERTY

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. ia de besondar i secrepció e m la escrata de di se afora maio della escratar madificade notació del medicados no mon o com no cesar no cesar secreta e e

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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

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above written, a make of tracementary make to allow that they of radiop of prevent 0 useful to ner Gerstammer began in Commence is an experience of the analysis of August 1997 and the statement of the statement

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C04448 CONTRACT NO.

AFTER RECORDING, RETURN TO:

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

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