50571	PUPCHAGE K-37078
	PURCHASE MORE SECURITY AGREEMENT VOL M&S Page 10
Buyer's NameHOWARD	Without service charge) Vol M&S Page 10
4170 Adams KIM M. LOP	- PHEARSON T
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1. The above named L	Klamath Falls, OR Seller's-Name VERBIL Z. VAN METER Other Gádress specified by him) 01
above named seller, and seller sells	PHEARSON: Of Seller's Name VERBIL Z. July 1 1 r. Klamath Falls, OR Seller's Name VERBIL Z. VAN METER 1 other '6ddress' specified by him) Seller's Place of business Seller's place of business) 97603 of the buyer the following described goods: Seller's sometimes colled if Seller's place of business)
D _	Seller's place 5/013
Recreation Cabi	Ther Goderes' specified by him) V OR Shasta Way Sher Goderes' specified by him) V OR Shasta Way Klamath Falls, OR 97603 (Seller's place of business) to the buyer the following described goods: COMMIN OF KINWING Severally, (hereinafter sometimes called the debtor) hereby purchases from n, and other improvements situated on Lot 9, Block C, k, Summer Home Sites, Winema National Forest, Klamath
County, Orece	k, Summer Hor
G ² ,	n, and other improvements situated on Lot 9, Block C, k, Summer Home Sites, Winema National Forest, Klamath
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hereof (receipt of which t	eplacements, parts and accessions now or hereafter affixed to or used in connection therewith (all herein collectively colle 12,000.00 choice promises to pay to seller's order at the following times: <u>\$1,000.00</u> the signing beginning with the month of <u>August</u> , 19,85, and continuing until said sum together with the interest payments above required. (* Strike phrase not event
	12,000. Ouch buyer promises to pay to seller's order at the following times: $$1,000.00$ the seller's order at the following times: $$1,000.00$ the signing beginning with the month of August 1, 19,85, and continuing until said sum together with the interest next payments above required. (* Strike phrase not applicable.)
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Sourianes Condica 5555 Sourianes deve same Printhing C Loan its Isan-TICC Patien (201 4. The parties hereto agree

arties hereto agree, Title to the collateral is retained by seller and shall not pass to buyer until all sums herein agreed to be paid shall have been paid in cash; any shall have unit at sums herein agreed to be paid shall have been paid in cash; any equipment, repairs or accessories placed upon or attached to said collateral shall equipment, repairs or accessories placed upon or attached to said collateral shall become a component part thereof as soon as installed or attached and title become a component part thereor as soon as installed or another unit thereto shall be vested in seller forthwith and included under the terms of this Buyer acknowledges receipt and delivery of said collateral in good

4.2 puyer acknowledges receipt and delivery or said collateral in good condition and accepts the some as is; buyer agrees to permit seller to examine condition and accepts the same as is; buyer agrees to permit seller to examine said collateral at any time, to maintain the same in good condition and repair, sona condition and inter-ino maintain the same in good condition and repair; to house and protect the same against the elements; not to permit the same to to nouse and protect the same against the elements; not to permit the same to become isubject to attachment execution (or other process; not; to) create, or per-

the seller's security interest is to be noted on each certificate of title and each of said certificates shall then be deposited with and kepr by the seller. or said, certificates shall then be deposited with and kept by the seller. 4.4. Any sums payable by buyer, under the terms, hereof which are not paid by thin but are paid by seller shall bear interest of the highest lawful rate which are here to be the seller of the seller of the highest lawful rate

paid by him but are paid by seller shall bear interest at the highest lawrul rate until repaid and said sums with interest shall be added to the unpaid balance of said price and be secured by this contract. a period At all times said collateral is at buyer's risk; should said collateral

4.5 Ar. out times said conditions is at buyer's risk; should said conditional suffer any loss, damage or injury, buyer agrees notwithstanding to purchase and pay for the same in full, according to the terms hereof. 4.6 Buyer agrees at all times to keep, said collateral insured against loss by fire theft and other harder a required by the seller with loss Double to

by fire, theft and other hazards as required by the seller, with loss payable to by fire, theth and other hazards as required by the seller, with loss payable to the parties hereto as their respective interests may appear; all insurance policies to the parties based on the parties of the parties the parties hereto as their respective interests may appear; all insurance policies shall be deposited with and held by the seller; buyer hereby authorizes seller on buyer's behalf to accept payment of any return or unearned premium and for any loss sustained, to endorse in buyer's name; deposit in his own name and receive the proceeds of any check or draft made payable to buyer in consuch insurance; if any insurance collected by seller exceeds the nection with any such insurance; it any insurance collected by seller exceeds the then unpaid balance of this contract, the excess shall be paid forthwith to the Buyer agrees that selfers acceptance of part or late payments shall

4.7 Buyer agrees that seller's acceptance or part or rule payments show not constitute or be construed as a waiver of time as the essence of this con-Notices to buyer relative to this contract shall be deemed delivered if 4.8 Nonces to buyer relative to mis contract shall be deemed delivered it moiled to buyer's address first appearing on the reverse hereof; five days from

TODAS DURCH SHE Andrew H. Oak stor

SELLER'S ASSIGNMENT

FOR VALUE RECEIVED, the undersigned seller does hereby sell, assign and transfer to

This assignment is made without KECOURSE, except as to the tollowing warrannes. To with that the said contract is a bond fide one; that said buyer was of legal age and entirely competent, when he executed the same that the property sold is accurately described therein; that said property has been delivered into huver's possession; that the amount stated in soid contract to when he executed the same; that the property sola is accurately described interein; that said property has been delivered into buyer's possession; that the amount stated in said contract to property has been derivered into buyer's possession; that the amount stated in said contract to have been received on the purchase price of said property was actually paid in cash and/or by merchandise received in trade of hot more than its then cash value; that seller has the full and complete stille to said property subject only to buyer's rights hereunder; that seller has the full and upon sold contract at the time of its execution is correctly stated therein; that me amount owing conterctions or set-offs against the same; that there were no representations or warranties made to said build not contained in sold contract. Should one of the foregoing visconties he counterclaims or set outs against the same, that there were no representations or warranties made to said buyer not contained in said contract. Should any of the foregoing warranties be folse, then seller agrees to purchase on demand from said assignee said contract of the then unpaid balance on said contract. Should suit or action be instituted on any of the or the internet unpaid balance on said contract. Should suit or action be instituted on any or the above warranties, seller agrees to pay (1) assignee's reasonable attorney's fees to be fixed by the trial court and [2] on appeal, if any, similar fees in the appellate court to be fixed by the for the amount appellate court. 6233

	By(Sign	Seller		en though the assignee's obligati provision thereof, be suspend herwise.	to enforce the so ed or impaired 1
		n under applicable provision an		Seller	
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		EVELY	N BIEHN, County Clerk		
	Fee: \$9.00	By Dance	WEHN, County Clerk		

ADDITIONAL PROVISIONS HOIT ING

date of mailing shall be deemed a reasonable notice:

S-N Form No. 1202-1017

Time is of the essence of this contract and if buyer shall default in his performance of any of the terms or conditions hereof, or in the payment, when performance of any of the terms or conditions hereot, or in the payment, when due, of any sum herein required to be paid, or if seller with reasonable cause aus, or any sum herein required to be paid, or it seller with reasonable cause derms the collateral in danger of loss, misuse or confiscation or deems himself deministrine concretation or organization or contraction or deems minister insecure, seller, as the secured party in this transaction, shall have and may provide and all of the secured party in this transaction, shall have and may exercise each and all of the remedies granted to him by the Uniform Commerexercise each and all of the remeales granted to him by the Unitoria Commer-cial Code of Oregon and, at his option, may declare all sums then remaining become isubject to ottachment; execution for other process, not tobcreate or per-3: convenient to both parties. Should the holder hereof repossess any of soid col-mit to be created any, lien, security interest, or adverse claim, of MPV, character, lateral and should buyer claim, that any, property not included in this contract against the some and not to sail, transfer or assign his right, title or interest in was contained in or attached to said collateral, he shall so notify the holder taxes and assessments of cevery character levied or assessed against isoid: col-10 of failure, so to: do shall be: a waiver of and bar: to any subsequent claim; therefore, cial Cade or Uregon and, at his option, may declare all sums then remaining unpaid immediately due and payable and may require the buyer, as the debtor Inpaid immediately are and payable and may require the buyer, as the debtor herein, to assemble the collateral and make same available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties. Should the holder hereof reposess any of said col-lateral and should have claim that any property pat included in this context. said collateral; ar this contract, without the written 'consent/of seller. to' pay all to hereof, by registered mail within 24 hours' after repossession is taken; buyer's taxes and assessments of cevery character levied or assessed against sold col-u a foilure, so to do shall be a waiver of and bar to any subsequent date therefore to the event suit or action is instituted to collect any subsequent date thereof. In the event suit or action is instituted to collect any subsequent claim interests. In the event suit or action is instituted to collect any sum or sums or money are hereunder or to replevy said collateral, buyer agrees to pay, in addition to the statutory costs and disbursenents, [1] plaintiff's reasonable attorney's fees to be tried by the trial court and (2) on appealing our timilar fees to the families statutory costs and disbursements, [1] plaintiff s reasonable anomeys rees to be fixed by the trial court and (2) on appeal, if any, similar fees in the appela court to be tixed by the appellate court. 4.10. The buyer, who is the debtor herein, agrees to join with the seller.

who is the secured party herein, in executing, filing and doing whatever may be necessary under applicable law to perfect and continue the seller's interest in soid collateral, all at buyer's expense. In construing this contract, the singular includes the plural; the mas-

4:11 In construing this contract, the singular includes the plural; the mas-culine includes the feminine and the neuter; the buyer is the debtor and the seller is the secured party as said terms are defined by law. IT IS FURTHER UNDERSTOOD AND AGREED that seller may transfer his inter-act in this contract in taid collected and the upped balance bereaf at any II IS FURTHER UNDERSTOOD AND AGREED that seller may transfer his inter-est in this contract, in said collateral and the unpaid balance hereof at any est in this contract, in said collateral and the unpaid balance hereor at any time, in which event all of the terms herein set forth for seller's benefit shall be the terms herein set forth for seller's benefit shall be the terms herein set for t time, in which event all of the terms herein set forth for seller's benefit shall invite to the benefit of seller's assignee and that generally each right herein given to the seller shall accrue to and may be exercised by seller's assignee hereof. If seller assigns the contract, seller shall not be his assignee's assignee's the collection of any of the installments of said purchase price of for any other the collection of any of the installments of said purchase price or for any other purpose. In the event of any such assignment, the buyer will not assert as a

purpose, in the event of any such assignment, the buyer will not assen as a defense, counter-claim, set-off or otherwise, any claim, known or unknown, which the buyer now has or claims against the seller. All the terms and conditions herein contained shall apply and inure to and All the terms and conditions nerein contained shall apply the interio und bind the heirs, executors, administrators, successors and assigns of the respec-

bing the neurs, executors, administrators, successors and assigns of the respec-tive parties hereto, subject, however, to the above restriction against assignment

The undersigned seller unconditionally GUARANTEES the prompt payment, when due, of all amounts to become due by the terms payment, when due, or all amounts to become due by the terms of said contract and the prompt payment of all costs (including reasonable attorney's fees both in the trial and appellate courts as fixed by said courts respectively), incurred in collecting or attempting to collect the moneys to become due thereon and in enforcing any right under said contract or under this guaranty and hereby consents that extensions of the time of payment may be granted to the buyer, either before or after maturity and that the said contract may be changed in any other particular without notice and without-in any manner releasing the u liability. The seller agree