# DEPARTMENT OF VETERANS AFFAIRS

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CONTRACT OF SALE VOI M85 Page 16023

	CONTRACT OF SALE VOI	185 Page 1602
DATED:	October 2, 1985	-09 Hage TOUS
A CONTRACTOR OF THE STATE OF TH		
BETWEEN:		
The Barbarana The Common States	The State of Oregon by and through the Director of Veterans' Affairs	
AND:	RANDELL J. WHITING, Husband	SELLER
	WHITING, Wife	
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<b>6</b> .	d conditions set forth below, Seller agrees to sell and Buyer agrees to Block 29, TRACT NO. 1113 OPECON Services	BUYER(S)
1978 HOMET 2	Block 29, TRACT NO. 1113, OREGON SHORES UNIT 2, acon file in the office of the County Clerk of Klamath the following mobile home, which is firmly affixed to 4 x 56 mobile home, serial number 03910229M, License	o the property:
Subject only to the The attached Ex	following encumbrances: hibit "A" is honoby	
estante del primer della contractione del Contraction della primer della contractione del	made a part of this contract, her	einafter called
escondiable agreets response The continues	The second of the table and a second of the	carred
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Next to profession residence with the control of th TAX STATEMENT

Until a change is requested, all tax statements shall be sent to: Department of Veterans' Affairs

Tax Division C 05807 700 Summer Street, NE Salem, Oregon 97310-1201

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	as the total purchase price for the
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1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay 3.1.1 PURCHASE PRICE. Buyer agrees to pay 5.1.1 Property:  1.2 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase pay 5.1.2 PAYMENT OF TOTAL PURCHASE PRICE. PAYMENT OF TOTAL PURCHASE PAYMENT OF TOTAL PURCHASE PRICE. PAYMENT OF TOTAL PURCHASE PRICE. PAYMENT OF TOTAL PURCHASE PRICE. PAYMENT OF TOTAL PURCHASE PRICE	se price shall be paid as follows:  from Buyer, as down payment on the purchase price.  from Buyer, as down payment on the purchase price.
property:	from Buyer, as cover parket value of improvements to
1.2 PAYMENT OF TOTAL	
Seller acknowledges receipt of	to hereby made a part of the hereby made a p
Buyer shall be given cream no the programme to satisfy the province of the pro	B 13 he paid in payments beginning
-Buyer. These improvements trate. The accurred this trate.	shall be paid in 240.00each, including interest. In addition to that amount,
-Pourse These improvements than The attached Extra Pourse These improvements than The attached Extra Pourse The balance due on the Contract of \$ 28.547.	from Buyer, as down payment on the purchase price.  from Buyer, as down payment on the purchase price.  from Buyer, as down payment on the purchase price.  from Buyer, as down payment on the purchase price.  from Buyer, as down payment of the property improvement Agreement,  from Buyer and a part of this contract.  from Buyer also shall be paid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the paid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payments shall be spaid in payments beginning on the first day of the payment which may be accepted to the payment of the payment will be subtracted from the payment when Buyer pays seller for taxes and assessments, that payment will be subtracted from the payment when Buyer pays seller for taxes and assessments, that payment will be subtracted from the payment when Buyer pays seller for taxes and assessments. The money paid by Buyer to Seller from the payment will be subtracted from the payment when the payment will be subtracted from the payment will be subtracted from the payment will be subtracted from the payment when the payment will be subtracted from the payment
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Buyer shall pay an amount estimated by Seliet Buyer shall pay an amount estimated by Seliet necessary for payment of the taxes or assessments.  necessary for payment of the taxes on this Contract shall change if the interest payments on this Contract shall in reserve by Seliet in the paid in the payment in the paid in the payment i	eller. When Buyer pays Seller to the balance due on the country and the added to the balance due on the country (year)
monthly payments of this be held in reserve by	ots that amount will be down in due (month, day)
the payment of taxes and assume Seller pays the taxes of the Contract. When Seller pays the taxes of the Contract.	axes, when due. Buyer also shall pey to axes, when due. Buyer also shall pey to axes, when due. Buyer also shall pey to axes, when due. Buyer pays Seller for taxes and assessments, that payment will be subtracted from the eller. When Buyer pays Seller for taxes and assessments, that payment will be subtracted from the eller. When Buyer pays Seller for taxes and assessments, that payment will be subtracted from the eller. When Buyer pays Seller for taxes and assessments change. The money paid by Buyer to Seller for axes, in the point of the subtracted from the eller. When Buyer pays Seller for taxes and assessments change. The money paid by Buyer to Seller for axes, subtracted from the subtracted from the eller. When Buyer pays that appears that the payment will be subtracted from the eller. Seller for taxes and assessments change. The money paid by Buyer to Seller for axes, and the payment will be subtracted from the subtracted from the eller. The money paid by Buyer to Seller for taxes and assessments change. The money paid by Buyer to Seller for the paid to the payment will be subtracted from the eller. The money paid by Buyer to Seller for the payment will be subtracted from the subtracted from the eller. The money paid by Buyer to Seller for the payment will be subtracted from the eller. The money paid by Buyer to Seller for the payment will be subtracted from the eller. The money paid by Buyer to Seller for the payment will be subtracted from the eller. The money payment will be subtracted from the eller. The money payment will be subtracted from the eller for taxes and assessments that payment will be subtracted from the eller. The money payment will be subtracted from the eller for taxes and assessments that payment will be subtracted from the eller. The payment will be subtracted from the eller for taxes and assessments, hat payment will be subtracted from the eller for taxes and assessments that payment will be subtracted from the eller. The payment will be subtracted from the eller for taxes and asses
balance due on the TERM OF CONTRACT. This is a	this Contract is variable; it cannot increase by the pursuant to the provisions
interest rate during the	em of the change the interest rate by Administration of the change the
1.4 INTEREST RATE. The annual may pend	norm.  on of the balance due on the Contract at any time without penalty.  on of the balance due on the Contract at any time without penalty.  the made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201,  the made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201,  the made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201,  the made to Department of Veterans' Debad shall warrant marketable title, except for those liens and  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract and performances by Buyer of all other terms,  the sale of the property as provided for by this Contract.
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1.5 PRE-PAYMENTS. Buyer the payments to Seller shall be unless Seller gives written notice to Buyer to make payments at sol unless Seller gives written notice to Buyer to make payment of the total purchase.	be made to
1.6 PLACE OF PAYMENTS. All to make payments at sur	page price for the property as provided to 197
unless Seller gives written notice to unless Seller gives written notice to Upon payment of the total purchase	Buyer a Warranty Deed. Such the Buyer after the date
1.7 WARRANT DELECTION OF THE CONTRACT and those	placed upon the property that
conditions, and provided to on page one of this	to of this Contract. It is unused to be vacant for more than
elican-	
SECTION 2. POSSESSION; MAINTENANCE SECTION 2. POSSESSION; Buyer shall be entitled to posses	Isonable times, to inspect the property, in good and the property, in good and the property, in good and the prior written consent of
2.1 POSSESSION 2.1 PO	aments, and landscape now existing, or written alterations without the property and landscape now existing, or written consent of Seller.
Buyer will permit of the (30) consecutive days.  (30) consecutive days.  (30) consecutive days.	other improvements, nor make any substantial improvements of all governments.
MAINTENANCE. Buyer state or removal of the	ission of the property from and after the date of the property. Buyer shall not permit the premises to be assonable times, to inspect the property. Buyer shall not permit the practice of the property in good condition of the property, to improvements, and landscape now existing, or which shall be placed on the property written consent of property in good conditions. It is improvements, nor make any substantial improvements or alterations without the prior written consent of Seller. It is improvements, nor make any substantial improvements of alterations of all governmental integer of the property of the property is and other requirements of all governmental property with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental property with all laws, ordinances, regulations, directions, rules, and other requirements of additions. Buyer may be property in the property in the property in the property in the property is not property. It is also property in an amount sufficient to avoid the property in the property. Such insurance shall be in an amount sufficient to avoid the property.
and repair. Buyer shall not permit the	only comply with all laws, ordinance promptly make all requires, so long as Seller's interest
COMPLIANCE WITH Extra of the property	y
2.3 Com an applicable to the use or occupantly withhold com	pliance during any other
contest in good faith any such requirement	a singurance with standard extended coverage shall be in an amount sufficient to a
jeopardized.	chall get and keep policies of fire insurance. Such insurance may appear.
SECTION 3. INSURANCE INSURANCE. Buyer	shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other shall get and keep policies of fire insurance with standard extended coverage endorsements to avoid be assistant to support the property. Such insurance shall be in an amount sufficient to avoid shall get and keep policies of fire insurance coverage and policies. If Buyer fails to keep nade with loss payable to Seller and Buyer, as their respective interests may appear.  The insurance cost shall be payable to Seller on demand.
3.1 PHOPETH by Seller) on an actual service required by Seller) on an actual service insurance shall be recorded to the service of the servic	shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other basis covering all improvements on the property. Such insurance shall be in an amount sufficient to avoid basis covering all improvements on the property. Such insurance shall be in an amount sufficient to avoid basis covering all improvements on the property. Such insurance smay appear.  It is also based on the loss. If Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep and with loss payable to Seller on demand.  It is also based on the contract. The insurance cost shall be payable to Seller on the property. Buyer shall be payable to the balance due on the Contract. The insurance cost shall be property. Such as a conficient to the shall pay or reimburse to the balance due on the Contract.
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in the event of loss, Buyer shall give insurance, and add in	de of any insurance on the property shall be satisfactory property. Seller shall keep a sum out within 180
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3.2 damaged of desiron	Storreparty, shall be used to
Ruyer from the insurance proceeds for this Contract, and	tted to the repair or restoraum of their
A STONA EMINENT DOMAIN	on of the property, compation shall be treated as a tumor
If a condemning authority takes and the property	y in lieu of the Uniter Commercial Code and State of the Uniter
respective interests in the property	the uniform Common size of the Uniform Common size of the Contract as financing statements. Open
respective interests in the SECTION 5. SECURITY AGREEMENT SECTION 5. SECURITY AGRICONStitute a security agree	ment within the personal property and the file copies of the personal property and the personal
This instrument snail comments of Seller, Bu	on of the property, Buyer and Seller shall be seller shall be treated as a taking of the property.  In lieu of condemnation shall be treated as a taking of the property.  In lieu of condemnation shall be treated as a taking of the property.  In lieu of condemnation shall be treated as a taking of the property included within the meaning of the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Statements. Upon default yet shall execute any necessary financing statements and the Contract as financing statements. Upon default authorized in the personal property and make it available to Seller authorized in days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (12) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (12) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (12) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (12) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (13) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt of written demand from Seller (13) days of receipt
description of the property sexpense. Without the statements at Buyer's expense. Without the statements at Buyer's expense.	iree (3) days of the following circumstances.
under the terms of this Contract, 557	ement within the meaning of the Uniform Commercial Code with respect to the Contract as financing statements. Upon default yer shall execute any necessary financing statements with the copies of the Contract as financing statements. Upon default or authorization from Buyer, Seiler may at any time file copies of the Contract and make it available to Seiler, assemble the personal property and make it available to Seiler, assemble the personal property and make it available to Seiler, assemble the personal property and make it available to Seiler (3) days of receipt of written demand from Seiler, assemble the personal property and make it available to Seiler.
SECTION 6. DEFAULT	a essence of this aument is due. No notice of default and payment or late payment of the payment

EVENTS OF DEFAULT. Time is of the essence of this Contract. A default shall occur under any of the following circumstances: SECTION 6. DEFAULT

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.

Eather of Buyer to perform any other oblination in this Contract in addition to payment. Buyer must perform oblination within thirty (30) days after month period belief has already sent tiffee (3) notices to Buyer concerning non-payment or tate 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.

C05807 CONTRACT NO.

16025 REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: Declare the entire balance due on the Contract, including interest, immediately due and payable; Specifically entorce the terms of this Contract by sult 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 respect to any part of the property which constitutes personal property in which Seller has a security interest. 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) cents per dollar of the payment in the event Buyer fails to make any payment within 10 days after it is due. Exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. 10 days after it is due.

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 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 Buyer of Seller's intention to Buyer o Specifically enforce the terms of this Contract by suit in equity; Foreclose this Contract by suit in equity; 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 that the end of the thirty (30) days, all of Buyer's rights under this the end of the thirty (30) days, all of Buyer's rights 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 the performance that the end of the thirty (30) days, all of Buyer's rights 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 that the performance that the end of the thirty (30) days, all of Buyer's rights 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 that the end of the thirty (30) days, all of Buyer's rights 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 that the end of the thirty (30) days, all of Buyer's rights 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 that the end of the thirty (30) days, all of Buyer's rights under the end of the thirty (30) days, all of Buyer's rights under the end of the end of the thirty (30) days, all of Buyer's rights under the end of t 6.2 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 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 is tendered or accomplished prior to the time stated. At the end of the property. All payments previously made to the 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. (a) (b) 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 a property are ceiver. Seller shall be entitled to the appointment of a receiver appointed may serve without bond. Employment by Seller shall not the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. (c) 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 the property accessed the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not the property accessed the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not the property, the receiver may: (d) slify 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 line operate, manage, control, and conduct business on the property and make necessary expenditures for all maintenance and line operate, manage, control, and conduct business on the property and make necessary expenditures for all maintenance and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and make necessary expenditures for all maintenance and line operated the property and line operated the the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Emploited the property, the receiver may:

disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may:

the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employer

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the property exceeds the amount of the balance due on the Contract and the property and the propert (e) improvements that in the receiver's judgement are proper;

Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation,
and management: (f) and management;

Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow

Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow

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Complete any construction in progress on the property, at Seller's option. 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 shall be secured by the property are insufficient to pay expenses, the receiver paragraph. Repayment of such sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be used for the purposes stated in this paragraph. use, operate, manage, control, and control pushess that in the receiver's judgement are proper; Complete any construction in progress on the property, at Seller's option. To complete that construction, recifunds, 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 treceiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be used for the purposes at the same rate as the balance on this Contract. Interest shall bear interest at the same rate as the balance on this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract. receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by the contract. Interest shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by the paragraph. Repayment of such sums shall be secured by Euler shall bear interest at the same rate as the balance on this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract. Amounts borrowed from or advanced until the amount is repaid. Any amount borrowed shall be paid by Buyer on be charged from the date the amount is borrowed or advanced until the amount is repaid. 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 paid by Buyer on the charged from the date the amount is borrowed or advanced until the amount is repaid. Any amount borrowed shall be paid by Buyer on demand. demand.

Elect to collect all rents, revenues, income, issues, and profits (the "Income") from the event of default and at any time hereafter, Seller may revoke 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 operate and manage the property and collect the Income from the property. (ii) clect to collect all rents, revenues, income, issues, and profits (the "Income") from the property, whether due now or later. Prior to default, Buyer may revoke to collect all rents, revenues, income, issues, and profits (the "Income") from the event of default and at any time hereafter. Seller may revoke operate and manage the property and collect the income from the property. In the event of default and at any time hereafter, Seller may notify any tenant or operate and manage the property and collect the income either through itself or a receiver. Seller may notify any tenant or Buyer's right to collect the Income from the property. Seller may collect the income either through itself or a receiver. 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 of the income and manage the property and collect the Income from the property. In the event of default and at any time hereafter, Seller may revoke of the income is a receiver. Seller may notity any tenant or Buyer's right to collect the Income from the property. It the income is collected by Seller, then Buyer irrevocably designates Seller as other user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates and the income is collected by Seller, then Buyer irrevocably designates are seller as the income is collected by Seller. If the income is collected by Seller, then Buyer irrevocably designates are seller as the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is collected by Seller. If the income is collected by Seller is the income is the income is collected by Seller is the income is the income is collected b 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 a second seller in the property. Seller may collect the income either through itself or a receiver. 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If the income is collected by Seller, then Buyer irrevocably designates Seller as other user to make payments of rents or use fees directly to Seller. 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Buyer also gives Seller permission to negotiate a strong of the strong 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 or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the payments or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the payments of the payment of the demand existed. Seller under this Contract. 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 (n) ON 7. SELLER'S RIGHT TO CURE

If Buyer tails to perform any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy such fai 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 relimbure to perform any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall not constitute a waiver of the default or any other right or remedy which Seller relimbures 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 such salls and the self-shall not constitute a waiver of the default or any other right or remedy such salls and self-shall not constitute a waiver of the default or any other right or remedy such salls and self-shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or remedy which seller shall not constitute a waiver of the default or remedy which seller shall not constitute a waiver of the default or remedy which seller shall not constitute a waiver of the default or remedy which seller shall not constitute a waiver of the default or remedy which seller shall not constitute a waiver of the default or remedy ION 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 Failure of either party at any time to require performance of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself. SECTION 7. SELLER'S RIGHT TO CURE remedies Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to the provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself. ION 9. INDEMNIFICATION

Buyer shall forever detend, 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 a superishall forever detend, 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 a superish possession or use and arising superished to the property, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Buyer's possession or use and arising superished to the property, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Buyer's possession or use and arising superished to the property, or any condition of the property. In the event of any litigation or proceeding brought against Seller and arising a property. In the event of any litigation or proceeding brought against Seller and arising a property. In the event of any litigation or proceeding brought against Seller and arising a property. In the event of any litigation or proceeding brought against Seller and arising a property. In the event of any litigation or proceeding brought against Seller and arising a property arising a property and arising a property arising a property and a property are a property and a property are a property. may have on account of Buyer's default. 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. In the event of any litigation or proceeding brought against Seller and arising of the property. In the event of any litigation or proceeding brought against Seller, vigorously resist and of the property. Buyer's conduct with respect to the property, or any condition of the property. 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 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 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 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 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 which Buyer agrees to defend Seller, Buyer shall upon notice from Seller, vigorously resist and the seller is the property. 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.

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 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 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 which Buyer agrees to defend Seller. ION 10. SUCCESSOR INTERESTS

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 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 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 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 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 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. 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 of otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer 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 SECTION 9. INDEMNIFICATION out of or in any way connected with any of the above events or claims, against which Buyer agre detend such actions or proceedings through legal counsel reasonably satisfactory to Seller. wer 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 from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. 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Any increase in the interest rate under this Contract from the date of the transfer. Any increase in the interest rate under this Contract from the date of the transfer. Any increase in the interest rate under this Contract f tor 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 the terms of this or 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 the terms of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of the terms of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of the terms of this provision shall be void and of no effect with respect to Seller. 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Any other person at any time obligated for the performance of the terms of the t SECTION 10. SUCCESSOR INTERESTS ION 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 life 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 life and interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred, a fee to cover administrative costs will be immediately due and life an If any interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred, a fee to cover administrative Rule 274-20-440.

Payable to Seller. The amount of the fee shall be prescribed by Seller's duly adopted Oregon Administrative Rule 274-20-440. Contract also nareby waives such notice and contract also nareby waives such notice and contract, person at any time obligated under this Contract. ION 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. mast.

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SECTION 13. COSTS AND ATTORNEY FEES SESSED DESCRIPTION OF A SESSED 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 remarks on this William C limited to the following costs:

- Cost of searching records,
- · 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.

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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.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY USES.

Subject to the right of redemption arising from a Decree of Foreclosure in Case Number 83-974CV in the Circuit Court of the State of Oregon for the County of Klamath, in accordance with ORS 23.560. Said redemption period ends May 23, 1986.

In the case of such redemption, seller shall refund buyer the purchase price, plus interest at the rate of 9.0 per cent per annum. This amount will be reduced by \$284 per month as a reasonable rental for the use of the property.

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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above written.

BUYER(S):

Jillicent I whiting

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Randell J. Whiting and Millicent F. Whiting, Husband and acknowledged the foregoing Contract to be his (their) voluntary act and deed.  Before me:  My Commission Expires: ///6/87  SELLER: Director of Veterans' Affairs  By Auren Clauy  Manager, Loan Processing  Title	STATE OF OREC	3ON	<b>,</b>			
Randell J. Whiting and Millicent F. Whiting, Husband and disknowledged the foregoing Contract to be his (their) voluntary act and deed.  Before me:  My Commission Expires: //// 687  SELLER: Director of Veterans' Affairs  By Mulicent J. Loan Processing Title  ATE OF OREGON Deschutes ss September 23 19 85  Sonally appeared the above named Gwen Ulrey  Before me:  My Commission Expires: /// 687  Mandder, Loan Processing Title  Owen Ulrey  Before me:  My Commission Expires: // 687  My Commission Expires: OS 24.86  CONTRACT OF SALE	County of	K1amath	) ss )	October 2	<b>10</b> 85	1602
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Director of Veterans' Affairs  By JULREY Manager, Loan Processing Title  ATE OF OREGON  Introduced by the state of the state of the Department of Veterans' Affairs  Sonally appeared the above named Given Ulrey I being first duly sworn, did say that Helican is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs  Before me:  My Commission Expires: 08-73-86  CONTRACT OF SALE  FOR COUNTY RECORDING INFORMATION ONLY	Maria Caranta	B 7 A R	요.	My Cómmi	ission Expires: ////ሬ/	Notary Public For Ord
By Julian Dury  Manager, Loan Processing  Title  ATE OF OREGON  Interpretation of the Description of the Department of Veterans' Affairment of Veteran	(3)	C. T. Harry			Votoro-al acc	
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Sonally appeared the above named Gwen Ulrey Liberton (Id say that November 1) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affair (In the Department of Veterans' Affai	inty of	Deschutes	) ss ) _	September 23	<sub>.19</sub> 85	
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AFTER RECORDING, RETURN TO:

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

C05807 CONTRACT NO.

- 1. 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.
- 2. Reservations and restrictions as recorded in Volume M77, page 22105, Microfilm Records of Klamath County, Oregon and amended by instrument recorded in Volume M78, page 2676, Microfilm Records of Klamath County, Oregon.
- 3. Assessments of Oregon Shores Recreational Club, Inc., as disclosed by reservations recorded in Volume M78, page 2676, Microfilm Records of Klamath County, Oregon.
- 4. Restrictions and reservations as shown on dedicated plat, as follows:

"Hereby dedicated, donated and convey to the public use forever, all streets, as shown on the annexed map. Said plat subject to: (1) Building setbacks as pertain to the RD-10,000 zone as now in effect. (2) Drainage, public utilities and TV easements as shown on the annexed plat. (3) All streets to be maintained by the lot owners within this subdivision. (4) Additional restrictions or conditions as provided for in any recorded protective covenants or homeowners association documents."

YWW.

#### EXHIBIT "B"

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 \$1,155.00 . Buyer 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.

F.W.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed of	for record at request October	of _ A.D., 1	9 85	at De	3:50 eeds	o'clock	P on Pa		nd duly	the recorded in 023	2nd Vol	M85	_ day
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