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| solvency of the Department of Veterans' Affairs. The Seller may period The initial annual interest rate shall be <u>6.7</u> percent per ann | arm of this Contract is variable; it cannot increa | se by more than one (1) server | |
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| conditions, and provisions of the Contract, Seller shall deliver to Bund | price for the property as provided for by this (| Contract and performances but th | |
| encumprances referred to on page one of this Contract and those place | a warranty Deed. Such Warranty Deed sha | Il warrant marketable title | yer of all other terms, |
| conditions, and provisions of the Contract, Seller shall deliver to Buye encumbrances referred to on page one of this Contract and those place SECTION 2. POSSESSION: MAINTENANCE | so upon the property or suffered by Buyer after | of the date of this Contract | pt for those liens and |
| SECTION 2. POSSESSION; MAINTENANCE | | Contract. | |
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| Buyer will permit Seller and its acents to enter the news of the possession of | if the property from and after the date of this | Contract It is used | |
| 2.1 POSSESSION. Buyer shall be entitled to possession of Buyer will permit Seller and its agents to enter the property at reasonab (30) consecutive days. | le times, to inspect the property. Buver shall n | of permit the providerstood, and | agreed, however, that |
| 2.2 MAINTENANCE, Buyer shell keep all build | , specific adjoir shair h | or pormit the premises to be vac | ant for more than thirty |
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keep all buildings, other improvements, and landscape now existing, or which shall be placed on the property, in good condition and repair. Buyer shall not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller. Except for domestic use, Buyer shall not permit the cutting or removal of any trees, nor removal of any sand and gravel, without prior written consent of Seller.

COMPLIANCE WITH LAWS. Buyer shall promptly comply with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this compliance, Buyer shall promptly make all required repairs, alterations, and additions. Buyer may contest in good faith any such requirements and withhold compliance during any proceeding, including appropriate appeals, so long as Seller's interest in the property is not SECTION 3. INSURANCE

itself, its successors, and assigns.

3.1 PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other 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 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 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 because the on the Contract D CSTULY DE STUT TO STORE OF SDE VO DEDUCED SECTION 4. EMINENT DOMAIN 201 2 101 State's les MIAMONT THE MINISTREE STORE

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 respective interests in the property. Sale of the property in lieu of condemnation shall be treated as a taking of the property. SECTION 5. SECURITY AGREEMENT

This instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property included 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 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 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.

6.1

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. (b)
- 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.

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| | (-) | respect to any part of t | he property which | h constitute | e persona | I property | in which Se | eller has a : | security inte | rest. | - | | |
| | (e) | Choose to impose a lat 10 days after it is due. | | | 10.000 A.000 A | an a | • • • • • | | | | | | |
| | (f) | Declare this Contract to then due under this Co Contract shall cease w | ithout further act l | d or accom by Seller. S | plished pr eller shall (| ior to the t then be ent | ime stated. itled to imm | . At the enconediate pos | l of the thirt session of t | v (30) davs, a | uli of Buve | r's rights | under this |
| | (g) | to Seller by Buyer may Appoint a receiver. Sel the property exceeds t disqualify a person fro | ler shall be entitle he amount of the l | d to the app balance due | ointment e on the Co | of a receive | er as a matt y receiver a | ter of right. | It does not ay serve w | ithout bond, E | emvolam | ne appare nt by Selle | nt value of ir shall not |
| | * · · · · · | (i) Use, operate, | manage, control that in the receive | and con | duct busir | iess on th | e property | y and mak | e necessa | ry expenditu | res for a | li mainten | ance and |
| • | | (ii) Collect all rents and manageme | , revenues, incon int; | ne, issues, | and profits | s from the j | property an | id apply su | ch sums to | the necessar | y expense | s of use, | operation; |
| a la sura. Na sura sura | | (iii) Complete any (funds, employ | construction in pr | ogress on nake any c | the proper hanges in | ty, at Selle plans and | r's option. specificatio | To comple | te that cons lier deems a | struction, recompropriate. | eiver may | pay all bil | is, borrow |
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| If Buy reimburse Sei | er jalis lier for | to perform any obligation all amounts expended in it of Buyer's default. | n required of it un mean of prive of the second | nder this C Ind. Such a OND 2 i | ontract) Se ction by S | iller may, y eller shall n | vithout noti iot constitu | ce, take an te a waiver | y steps neo of the defai | essary to rem alt or any othe | nedy suci ir right or | n failune. E remedy w | luyer shall hich Seller |
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SECTION 10. SUCCESSOR INTERESTS

3.3.2. 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/ or waiver of this section.

or waiver of this section. As a condition to such consent, Seller may increase the interest rate under this Contract from the date of the transfer. Any increase in the interest rate under this Contract shall entitle the Seller to increase monthly payments. Monthly payments may be increased to the amount necessary to retire the obligation within the time provided for in Section 1, 1.3, in this Contract. Any attempted assignment in violation of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of and consent to any and all extensions and modifications of this Contract granted by Seller. Any other person at any time obligated for the performance of the terms of this Contract also hereby waives such notice and consent. Any such extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract. 20 KSON . J V(IIIA)

SECTION 11. TRANSFER FEE

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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 Selier. The amount of the fee shall be prescribed by Selier's duly adopted Oregon Administrative Rule 274-20-440.

LIMIN C. NORRIS

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.

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| shall not affect any other | all be governed by the laws of the State of Orn r provision and, to this end, the provisions of INTATIONS; CONDITION OF PROPERTY | Bgon. In the event that any around | |
| SECTION 16. REPRESE | NTATIONS: CONDUTION OF T | this Contract are severable. | is Contract conflicts with applicable town out |
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STATE OF OREGON 18007) 88 October 31 1985 Klamath County of. Randy L. Norris and Linda C. Norris, Husband and Wife Personally appeared the above named. and acknowledged the foregoing Contract to be Nix (their) voluntary act and deed. gr Gregon Before me: My Commission Expires: (4) approximite SELLER: Director Veterans' Af B₹ ALBIN, Acting Manager, Loan Processing/Loan Servicing Title STATE OF OREGON 88 October 28 Deschutes 85 County of... Gary Albin Personally appeared the above named . and, being first duly sworn, did say that he (init) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by authority of its Director. Bafore me: Notary Public For Oregon My Commission Expires: 08.29.86 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY AFTER RECORDING, RETURN TO:

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

C 06093 CONTRACT NO.

SEE ATTACHED EXHIBIT "A"

A parcel of land situated in the E's of the SE's of Section 34, Township 38 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, said parcel being more particularly described as follows: Beginning at the one-quarter corner common to Sections 34 and 35, Beginning at the one-quarter corner common to Sections 34 and 35, said corner being marked with a ½" rebar with the original scribed corner stone next to it from which a 13" Juniper bearing tree bears North 24° East 118.4 feet; and a 22" Juniper bearing tree bears South 69° West 205.00 feet; thence South 1° 14' 58" West 1000.00 feet, along the section line common to Sections 34 and 35, to a 5" South by West 205.00 feet; thence South 1° 14' 58" West 1000.00 feet, along the section line common to Sections 34 and 35, to a ½" rebar; thence North 89° 17' 58" West 903.27 feet, parallel to the East-West centerline of Section 34, to a ½" rebar on the Easterly right of way line of the Riv-Bonanza Cut-Off Road, thence Northerly East-west centerine of Section 34, to a 2 repar on the Eastering right of way line of the Bly-Bonanza Cut-Off Road; thence Northerly along the Factorin might of Way line of sold road, to a 1 repar on right of way line of the Bly-Bonanza Cut-Off Road; thence Northerly along the Easterly right of way line of said road, to a ½" rebar on the East-West centerline of Section 34; thence South 89° 17' 58" East Diace of heginning

18008

<u>Co6093</u> Contract Number

EXHIBIT "B"

18009

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 \$4,837.00. Buyer shall make the improvements in accordance with the Property improvement Agreement, Form 590-M, signed this date. The value of the increase the value of the property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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