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E PRICE; PAYMENT	

property.

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# 1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$ 27,150.00

CONTRACT OF SALE

PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows:

Seller acknowledges receipt of the sum of \$ NONE from Buyer, as down payment on the purchase price.

anni-le eviav teinem nal-evi-actuitance + tom 590 M, signed discuster. The attached Exhibit "A" is hereby made a part of this contract. wite-to-be-completed-by the

The balance due on the Contract of \$ 27,150.00

18650

\_\_\_\_shall be paid in payments beginning on the first day of December 1 19 85 The initial payments shall be \$ 245.00

Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due. Buyer also shall pay to Seller on demand any additional amounts which may be necessary for payment of the taxes or assessments.

The total monthly payments on this Contract shall change if the interest rate changes or if the taxes and assessments change. The money paid by Buyer to Seller for the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments, that payment will be subtracted from the balance due on the Contract. When Seller pays the taxes or assessments, that amount will be added to the balance due on the Contract. 1.3 TERM OF CONTRACT This is a 20 year Contract and the final payment is due <u>November 1</u>

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1.4	INTEREST RATE. The annual interest rate during the term of this Content of		() 00/

uring the term of this Contract is variable; it cannot increase by more than one (1) percent except to maintain the solvency of the Department of Veterans' Affairs. The Seller may periodically change the interest rate by Administrative Rule pursuant to the provisions of ORS 407.375 (4).

#### The initial annual interest rate shall be \_ 9.0 percent per annum. 15

PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without penalty.

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1.6 PLACE OF PAYMENTS. All payments to Seller shall be made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201, 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 as provided for by this Contract and performances by Buyer of all other terms, conditions, and provisions of the Contract, Selier shall deliver to Buyer a Warranty Deed. Such Warranty Deed shall warrant marketable title, except for those liens and encumbrances referred to on page one of this Contract and those placed upon the property or suffered by Buyer after the date of this Contract.

## SECTION 2. POSSESSION; MAINTENANCE

POSSESSION. Buyer shall be entitled to possession of the property from and after the date of this Contract. It is understood, and agreed, however, that 2.1 Buyer will permit Seller and its agents to enter the property at reasonable times, to inspect the property. Buyer shall not permit the premises to be vacant for more than thirty

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MAINTENANCE. Buyer shall keep all buildings, other improvements, and landscape now existing, or which shall be placed on the property, in good condition 2.2 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 cettos. 11 12

#### SECTION 3. INSURANCE

PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other 31 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. 3.2

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 Artions of Fire Febrol District

### SECTION 4. EMINENT DOMAIN

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.

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### SECTION 6. DEFAULT

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- EVENTS OF DEFAULT. Time is of the essence of this Connect. A default shall occur under any of the following circumstances: {a)
- 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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- REMEDIES ON DEFAULT. In the event of a down of the following steps: ed another in (a) group Declare the antitra balance due prothe Contract, including interest, immediately due and payable; ton and the so (b) this Foracioes this Contract by aut in equity battion vidence and vidence and vidence and the Specifically enforce the terms of this Contract by suit in equity;
  - (e)

  - Exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise these rights and remedies with responditionary pair or and property which constanting personal property in which observes 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 down other is to due. (f)

Declare this Contract to be void thirty (30) or more days after Seller gives written notice to Buyer of Seller's intention to do so, unless the performance Declare this Contract to be void thirty (30) or more days after belief gives written nonce to duyer or belief's intention to do so, 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 shell be an utilized to immediate possession of the concerts All between the stated this immediate possession of the concerts All between the stated to immediate possession of the concerts All between the stated to immediate possession of the concerts All between the stated to immediate possession of the concerts All between the stated to immediate possession of the concerts All between the stated to be a stated to immediate possession of the concerts All between the stated to be a stated to be to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default. (a)

- then due under this contract is tendered or accomplianed 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 remaining or are property up to use units or versul. 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 belance this on the Contract. Any receiver as a matter of right, it does not matter whether or not the apparent value of the belance this on the Contract. Appoint a receiver. Selier shall be entried to the appointment of a receiver as a matter of right. It does not matter whether or 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 Selier shall not discussifier a parson from eapling as a feedback line to the prosperty 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, Emplo 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,
- Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow funde amount contractore and make any changes to place and encodifications that Seller deems appropriate
- Innus, emproy companyers, and many any changes in parts and specifications user construction appropriate. If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as a stand in this associated. Because to fourth store shall be used for the property are insufficient to pay expenses to the borrow. If the revenues produced by the property are insurricient to pay expenses, the receiver may borrow, mon 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 the Contrast Amounte borrowed from or extremed by Seller shall be reference at the same rate as the belance on this Contrast Interast shall be receiver deems necessary. I nese sums shall be used for the purposes stated in this paragraph. Hepayment 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 provided or extremed until the amount is sensit. Any amount borrowed shall be paid by Seller shall be an until the amount is sensit. Any amount borrowed shall be paid by Seller shall be an out is contract. Interest shall be accured until the amount is sensit. Any amount borrowed shall be paid by Seller shall be an out is contract. 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 (h) Elect to collect all rents, revenues, income, issues, and profits (me "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 Bitwar's right to collect the income from the property. In the income either through itself or a receiver. Seller may potify any tenant of
- 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 of other time to make payments of Faste or time from directly to Caller. If the income is collected by Caller, the Direct the Direct by Caller the Direct to buyer's ngnt to collect the income from the property. Selier may collect the income either through itself or a receiver. Selier may notify any tenant or other user to make payments of rents or use fees directly to Selier, if the income is collected by Selier, then Buyer irrevocably designates Selier as Buyer's attorney in feet and olives Selier completion to and the shocks in Cross's name. Firsts also dives Selier completion to and the shocks in Cross's name. Firsts also dives Selier completion to and the shocks in Cross's name. other user to make payments of rents or use tees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller a 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 collected by Seller, then Buyer also gives Seller permission to negotiate and collected by Seller. Buyer's attorney-in-fact and gives Selier permission to endorse rent or fee checks in Buyer's name. Buyer also gives Selier 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 neurosets are made whether or not any provide for the demand evicted. Solier shall apply the locate first to the eventue of any provide for the demand evicted. and collect such rents or fees, Payments by tenants or other users to Seller in response to Seller's demand snall satisfy the ooligation 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 cullaction and the balance (if end to carment of sume due from Ruber to Seller under this Contract 6.3

REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such rem. dias

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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 styps necessary to remedy such failure. Buyer shall rea Gallar for all amounts expanded in an doing on damand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy such failure. Buyer shall

## SECTION 8. WAIVER

If Buyer fails to perform any obligation required of it under this Contract, Selier may, without notice, take any staps necessary to remedy such failure. Buyer shall reimburse Selier for all amounts expended in so doing on demand. Such action by Selier shall not constitute a waiver of the default or any other right or remedy which Selier may have on account of Buyer's default.

Failure or enner party at any time to require performance of any provision of this Contract shall not limit the party's right breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself.

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 of any nonview of this Contract, the waiver analies only to that specific breach. It rives not annu to the provision itself. ZIHTBuyer 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 Cite i Buyer shall locever detend, indemnity; and noid Seller narmiess 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 out of or in any way connected with any of the above events or claims, against which Buyer appears to defend Seller. Sover shall, those policy from Seller, viceously, resist and 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 defend such actions or proceedings through legal courise reasonably satisfactory to Seller.

By This Contract shall be binding upon and for the benefit of the parties, their successors, and essigns. But no interest of Buyer shall be assigned, subcontracted, or thenwise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers <sup>5yc</sup> 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. 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 ct shall entitle the Seller to increase monthly payments. Monthly payments may be increased to the amount pecassary to retire the obligation within the time provided

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 the effect with respect to Seller. Buyer berghy waives ported of the provision shall be void and of the effect with respect to Seller. Buyer berghy waives ported of the provision shall be void and of the effect with respect to Seller. Buyer berghy waives ported of the provision shall be void and of the effect with respect to Seller. 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 oranted by Seller. Any other person at any time obligated for the performance of the terms of this 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 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 for the performance of the terms of this person at any time obligated for the performance of the terms of this person at any time obligated for the performance of the terms of this person at any time obligated work of the terms of terms of the terms of terms person at any time obligated under this Contract. SECTION 11. TRANSFER FEE

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

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. Any notice under this Contract shall be in writing and shall be enective when actually desvered in person or ten (10) days after being deposited in the U.S. 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.

REMETINES ON DEEA. IL T. In the event of State 1 any have any one of more of the following states. REAL IL T. In the event of State 2 any one of more of the following states. 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 stoph in the second particle and the second by second participation of the

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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 SECTION 14. SURVIVAL OF COVENANTS of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms.

SECTION 15. GOVERNING LAW: SEVERABILITY.

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 16 and 1000

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 VERIEY USES.

To and the entry to pay to payment of sume are from Buyer to Seller units this Contract.

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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 ertire, 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 writtenzy serve of conversion to town and been all countees of teeles and used and a reaction of the converse of the server

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18453STATE OF OREGON Anember 12 19 85 Klamath County-of 11. Lynnea A. Anderson Personally appeared the above named. and acknowledged the foregoing Contract to be the kitely voluntary act and deed. Before me: My Commission Expires: SELLER: Director of Veterans' Affair Bv /Gary Albin Acting Manager Bend Loan Processing Title STATE OF OREGON November 6 19.85 **Deschutes** County of\_ Gary Albin Personally appeared the above named . and, being first duix sworth, did say that he sate dis duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by authority of its Director. ð 4 Ģ 872 Before me: Notary Public For Oregon My Commission Expires: 08.79.86 67 S CONTRACT OF SALE ente contra la constante contrata a trata de la EXHIBIT "A" Buyer has agreed to make improvements to the property in lieu of the other means of satisfying the down payment requirements. The value of improvements to be completed by the buyer is  $\frac{1,429.00}{1,429.00}$ . 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. AFTER RECORDING, RETURN TO: Department of Veterans Affairs 155 N.E. Revere Bend OR 97701 Page 5 of 5 C06124 CONTRACT NO. STATE OF OREGON: COUNTY OF KLAMATH: SS 14th the day Filed for record at request of M., and duly recorded in Vol. \_\_M85 A.D., 19 \_\_85\_\_\_ at \_\_\_ \_ o'clock \_P\_ 4:41 November of . on Page \_\_\_\_\_\_\_ 18449 of \_\_\_\_\_ Deeds County Clerk Evelyn Bichn, By \$21.00 FEE