	1	55929		OF SALE VOL M85	19623	
(DEPARTMENT	OF VETERANS' AFFAIRS	MIC 15 10	OF SALE VOL DIOS	Paga	
	•		CONTRACT			
	DATED:	11/29/85				
Í			The State of Ore	agon		
	BETWEEN	:	by and through Director of Veterans	tne	SELLER	
			Director of veteran			
		DATE WAYNE WHIT	E, husband			
	AND:					
		DORIS JEAN WHITE			BUYER(S)	
	28					
	2 9			to sell and Buver agrees to	buy the following described real	
	TOn the te	erms and conditions set fo	rth below, Seller agree	5 10 5011 and 50101 -5		
	property	(the "property"):		22 marship 40 South	n, Range 8 East of the	
		The E1/2 NW1/4	SE 1/4 of Section idian of Klamath C	ounty, Oregon.		
	DEC	Willamette Mer.		wibed mobile home, wh	ich is firmly affixed to	
ł ę	59	Together with the property:	the following desc			
	·		x 66, serial # WA	FL1X725311020		
	•	1977 Barri 14	X 00, 502			
					interals. as	
	Subjec	t only to the following end	erving to itself	, its successors, and	l assigns, all minerals, as fined in ORS 273.755(2), may be reasonably necessary	
	dofir	nod in UKS 2/3./3314		co of the surrace as "	" ^{uy} so drilling	
	toge	prospecting for, exp	plorating for, min	othermal resources;	provided, however, that the	
	+ ~ ~					
÷	righ	andinate to that u	se of the surfac	f on the date the S	tate of Oregon leases its	
	+ h AV					
	thereof, being made by the owner thereof on the event such use of the premises thereof, being made by the owner thereof on the event such use of the premises the reserved minerals or geothermal resouces; in the event such activities described ab surfaced rights owner would be damaged by one or more of the activities lessee to the existence of the such owner shall be entitled to compensation from the State's lessee to the existence of the diminution in value of the surface rights of owner's interest.					
	the	the diminution in V	alue of the surfac	e rights of owner o		
		a attached Exhibit '	'A" is hereby made	a part of this contra	act.	
	TAX	(STATEMENT Il a change is requested, all tax s	tatements shall be sent to: D	epartment of Veterans' Affairs		
	Unti	ll a change is requested, all tax o		ax Division C Dregon Veterans' Building 700 Summer Street, NE		
				Salem, Oregon 97310-1201		
					Page 1 (
	61	11-M (4-84)				
	61	1 1-141 f.a 11				

age 1 of 5

SECTION, 1. PURCHASE PRICE; PAYMENT 000022 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$_ 19624 property. 25,000.00 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: 1.2 as the total purchase price for the

Seller acknowledges receipt of the sum of \$___

Under analt beignen ersen versen vers

_____shall be paid in payments beginning on the first day of

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 assessmente 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 total montrily 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, that payment will 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.

balance due on the Contract. When Seller pays the taxes or assessments, that amount will be added to the balance due on the Contract _____20___ year Contract and the final payment is due __

1.4 INTEREST RATE. The annual interest rate during the term of this Contract is variable; it cannot increase by more than one (1) percent except to maintain the or of the Department of Vaterane' Affairs. The Seller may periodically above the interest rate by Administrative Bulle surgeout to the provisions of OPS 407 375 (4). 1.4 INTEREST MATE. The annual interest rate ouring 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).

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

unless Seller gives written notice to Buyer to make payments at some other place.

PLACE OF PAYMENTS. All payments to Selfer shaff be made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201. 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.

3.7 WARHAN IT UEED. Upon payment or the total purchase price for the property as provided for by this Contract and performances by Buyer or an other terms. conditions, and provisions of the Contract, Seller shall deliver to Buyer a Warranty Deed. Such Warranty Deed shall warrant marketable title, except for those liens and provintiones referred to on page one of this Contract and these pleased upon the property or suffered by Buyer affer the date of the Contract. conditions, and provisions or the Contract, belief shall deliver to buyer a warranty beed. Such warranty beed shall warrant marketable line, a 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.

2.1 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 PUSSESSION. Buyer shall be entitled to possession of the property from and after the date of this contract, it is understood, and agreed, nowever, that 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 (30) appropriate doub MAINTENANCE. Buyer shall keep all buildings, other improvements, and landscape now existing, or which shall be placed on the property, in good condition

A MAINTERNANCE. Buyer shall 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 Salist Exact for demotioning. Divide shall not commit the sufficiency compound of pay trace. For tomoval of pay and and cravel, without our written consent of Salist Exact for demotioning. and repair. Buyer shall not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consert 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. 2.3 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 authonnes applicable to the use or occupancy or 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

3.1 PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other sources the second by Solid on an actual and have basis covering all improvements on the second by Such insurance shall be in an amount sufficient to avoid 3.1 PROPERTIT DAMAGE INSURANCE, buyer shall get and keep policies or me 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 only optimized clause. Insurance shall be made with loss payable to Seller and Pullet op their second to 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 incurses in formation of the seller and add the weet to the balance due on the Contract. The incurses cost shall be payable to Seller on domand. in the event of loss, buyer shall give immediate notice to Seller. Seller may make proof of loss if buyer rails to do so within inteen (15) days of the loss, if buyer i 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

3.2 APPLICATION OF PROCEEDS. All proceeds or any insurance on the property shall be held by Seller. It 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 restorable cost of construct statistics. If Buyer chooses not to restore the property. Seller shall be a sufficient amount of the Buyer from the insurance proceeds for the reasonable cost of repair or restoration. If Buyer chooses not to restore the property. Seller shall keep a sufficient amount of the insurance proceeds to Buyer. Any proceeds which have not been paid out within 190 Buyer from the insurance proceeds for the reasonable cost of repair or restoration. If Buyer chooses not to restore the property. Selier shall keep a sufficient amount of the proceeds to pay all amounts due under this Contract, and shall pay the balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within 180 proceeds to pay 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 building the part to pay the Contract.

SECTION 4. EMINENT DOMAIN

CONTRACT NO.

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

This instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property included within the action of the property. Upon request of Seller, Buyer shall evolve any personal property included within the action of the property included within the property included within the action of the property included within 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 the statements of Buyer's expanse. Without further sutherballes from Buyer. Seller This is such the fibre contract as financing statements. Linon default

description or the property. Upon request of belief, buyer shall execute any necessary mancing 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 (2) down of receipt of written demand from Seller, assemble the personal property and make it evaluable to Seller. 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 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)-

Failure or buyer to make any payment when payment is due, no notice or behave and no opportunity to core shall be required in month period Seller has already sent three (3) notices to Buyer concerning non-payment or late payment under this Contract Failure of Buyer to perform any other obligation in this Contract in addition to payment. Buyer must perform obligation within thirty (30) days after C06232

Page 2 of 5

6.2

- (c)
- 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 enforce the terms of this Contract by suit in equity: (d)
- (e)
- Specifically enforce the terms of this Contract by suit in equity; Exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise the security interest is and remedies with the property which constitutes cersonal 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 fo/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. 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 then due under this Contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this under this Contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this contract is tendered or accomplished brior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under the time stated. (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 then due under this Contract is tendered or accomplished prior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this Contract shall cease without further act by Seller's shall then be entitled to immediate possession of the property. All payments previously made
- (g)
- then due under this Contract is tendered or accomplished prior to the time stated. At the end of the thirty (30) days, all of Buyer's rights under this Contract shall cease without further act by Seller. Seller shall then be entitled to immediate possession of the property. All payments previously made to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default. to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of derault. 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 non-perty exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not 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 exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment value of 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. Emplo disquality a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may any a person from serving as a receiver, upon taking possession or an 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 improvements that in the receiver's judgament are proper:
 - 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. (ii) (iii)
 - and management, Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow funds, employ contractors, and make any channes in plans and specifications that Seller deems appropriate
- (h)
- turius, employ comutations, 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 and receiver deems necessary. These sums shall be used for the numbers stated in this naragraph. Renavment of such sums shall be secured by If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by this Contract. Amounts horrowed from or advanced by Seller shall hear interest at the same rate as the balance on this Contract. Interest shall be seen rate as the balance on this Contract. Interest shall be 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 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 acharoed from the date the amount is borrowed or advanced until the amount is repayd. Any amount borrowed shall be paid by Burrowed or advanced until the amount is repayd. Any amount borrowed shall be paid by Burrowed on the balance on the 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 demand. Gemand. Elect to collect all rents, revenues, income, issues, and profits (the "Income") from the property, whether due now or later. Prior to default. Buyer may operate and manage the property and collect the Income from the property. In the event of default and at any time hereafter. Setter may revoke Elect to collect all rents, revenues, income, issues, and profits (the "Income") from the property, whether due now or later. Prior to default, Buyer may operate and manage the property and collect the Income from the property. In the event of default and at any time hereafter, Setter may revoke Buyer's right to collect the Income from the property. Seller may collect the income either through itself or a receiver. Setter may notify any tenant or other user to make payments of rents or use fees directly to Setter. If the income is collected by Setter, then Buyer irrevocably designates Setter as
- 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 user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller and buyer's attornev-in-fact and bives Seller bermission to endorse rent or fee checks in Buver's name. Buver also gives Seller bermission to negotiate to negotiate the seller and bives Seller bermission to negotiate to the seller. 6.3
- other user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller Buyer's attorney-in-fact and gives Seller permission to endorse rent or fee checks in Buyer's name. Buyer also gives Seller permission to negotiate and collect such rents or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the Buyer's attorney-in-fact and gives Seller permission to endorse rent or fee checks in Buyer's name. Buyer also gives Seller permission to negotiate and collect such rents or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation to negotiate avments are made, whether or not any proper grounds for the demand existed. Seller shall apply the income first to the expanses of renting or payments are made. and collect such rents or fees. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller shall apply the income first to the expenses of renting or collection and the balance (if any) to payment of sums due from Buyer to Seller under this Contract. SECTION 7. SELLER'S RIGHT TO CURE
- REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such 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 use Seller for all amounts expended in so doing on demand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller If Buyer fails to perform any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall reimburse Seller for all amounts expended in so doing on demand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller 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 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 o
- SECTION 8. WAIVER
- Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision if a party waives a 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 breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself. SECTION 9. INDEMNIFICATION
- Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Buyer's possession or use 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 Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability arising out of or in any way connected with Buyer's possession or use of the property; Buyer's conduct with respect to the property, or any condition of the property. In the event of any litigation or proceeding brought against seller and arising 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 arising SECTION 10. SUCCESSOR INTERESTS
- 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 counsel reasonably satisfactory to Seller. 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 vise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers 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.
- iver or 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 act 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
- 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 reture 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 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 the 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 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 the 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 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 le to Seller. The amount of the fee shall be prascribed by Seller's duly adopted Oregon Administrative Rule 274-20-440. If any interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred, a fee to cover adm 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. The 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 other address. 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 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 other other other address as either party may designate by written notice to the other other other other other address as either party may designate by written notice to the other other other other address as either party may designate by written notice to the other other other other other other address as either party may designate by written notice to the other o
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SECTION 13. COSTS AND ATTORNEY FEES

Events may accur 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 nited 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.

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.

THIS INSTRUMENT DOES NOT COARANTEE APART ANY PARTOULAR WEELMAY BE MADE SKATLE ANOTERA OF BESCHEED WAATHING

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.

<u>C06232</u> CONTRACT NO. BUYER(S):

DAVID WAYNE WHITE Hori Jom Chite

DORIS JEAN WHITE

Page 4 of 5

STATE OF OREGON County of Klamath) 88 11/29,1985 Personally appeared the above named____ and acknowledged the foregoing Contract to be his (their) voluntary act and deed. 1963 David Wayne White and Doris Jean White Before me mo My Commission Expires: SELLER: Director of Veterans' Affairs Fred Blanchfield By_ Manager, Bend Loan Servicing/Processing STATE OF OREGON County of___ Deschutes 88 Personally appeared the above named ______ Fred_Blanchfield and, being first duly sworn, did say that he (\$90) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by authority of its Diractor. November 25 Before me: My Commission Expires: 08.79.84 Notary Public For Oregon CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY AFTER RECORDING, RETURN TO: Department of Veterans Affairs 155 N.E. Revere Bend OR 97701 C06232 CONTRACT NO. Page 5 of 5

1

Contract Number - C06232

- Subject only to the following encumbrances:
- 1. Rights of the public in and to any portion of the herein described Premises lying within the limits of streets, roads or highways. 2. Reservations contained in Quitcliam Deed recorded June 15, 1976 in Volume M76 name RR51 and ne-recorded May 6 1977 in Volume M77 na Keservations contained in Quitcliam Deed recorded June 15, 19/6 in Volume M76, page 8851 and re-recorded May 6, 1977 in Volume M77, page 7866 all in Microfilm Records of Klamath County (brogon as follows. Volume M76, page 8851 and re-recorded May 6, 19// in volume M//, page 7866, all in Microfilm Records of Klamath County, Oregon, as follows: "all encumbrances of record and those apparent upon the land. Reserving therefrom access and roadway easements over and across: Reserving therefrom access and roadway easements over and across: the Southerly 30 feet of the NW1 of the SE1; a strip 90 feet wide extending 250 feet North from the Courth Fact correct of the NW1 of

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- the southerly so reet of the NWA of the Star a strip so reet while extending 250 feet North from the South East corner of the NWA of the GWL 3 strip 60 feet wide whose conter line is the center line excending 450 reet North from the South East corner of the NW% of the SW%, a strip 60 feet wide whose center line is the center line of an evicting most that begins approximately 200 feet North of the the SW%, a strip ou reet wide whose center line is the center line of an existing road that begins approximately 200 feet North of the control property and meandare arrow of an existing road that begins approximately 200 reet NOFTH of the above described property and meanders across the entire property in a North Westerly direction All easements South East corner of the above described property and meanders act the entire property in a North Westerly direction. All easements are to run with the land." 3. Reservations for road and utility easements as set forth in Deed
- Reservations for road and utility easements as set forth in Deed recorded October 6, 1978 in Volume M78, page 22301, Microfilm Records of Klamath County Oregon 4. Grant of Interest in water rights, including the terms and provisions thereof dated July 29 1977 recorded August 2 1977 in Volume M77 brant or interest in water rights, including the terms and provident thereof, dated July 29, 1977, recorded August 2, 1977 in Volume M77, in Volume M77, thereor, dated JULY 29, 19//, recorded August 2, 19// 10 VOLUME M// Page 13769 Microfilm Records of Klamath County, Oregon and recorded Tumo 1 1070 in Volume M70 Date 12022 Microfilm Docords of Klamath Page 13/09 Microfilm Records of Klamath County, Oregon and recorded June 1, 1979 in Volume M79, Page 12932, Microfilm Records of Klamath County Oregon between David C Meideman and Carol M Heideman June 1, 19/9 III Volume M/9, Daye 12932, Microf Lilli Mecolus Ol Alan County, Oregon, between David G. Heideman and Carol M. Heideman, Microse and Datricia M. Meideman, Carol M. Heideman, Carol M. Heidem County, oregon, between bayto G. Herdeman and Caror M. Herdeman, Deborah Welles and Theodore A. Thomas and Patricia M. Thomas. Said agreement contains well and pump maintenance agreement.

County Clerk in

- Alana

EXHIBIT "B"

Buyer has agreed to make improvements to the property in lieu of the other means of satisfuing the down navment requirements The value of buyer Has agreed to Make Haprovements to the property in lieu of the other means of Satisfying the down payment requirements. The value of the huver is to acc on Ruyer Ruyer other means of Satistying the down payment requirements in accordance with the Improvements to be completed by the buyer is <u>1.369.00</u>. Buyer Shall make the improvements in accordance with the property Improvement Appearant Form 590-M signed this date. The value of the 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 halance on the contract. it will Improvement Agreement, rorm 390-m, Signed this date. The value of the balance on the contract; it will increase the value of the property.

STATE OF OREGON: COUNTY OF KLAMATH: 55. Filed for record at request of

FEE \$25.00