

19943

**SECTION 13. COSTS AND ATTORNEY FEES**

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 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**

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 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):**

LLOYD U. PORTER, JR.

By: *Franklin K. Walling*  
His Attorney In Fact

MARY LOU PORTER

By: *Franklin K. Walling*  
Her Attorney In Fact*Franklin K. Walling*  
FRANKLIN K. WALLING

C06231

CONTRACT NO.

*Christine M. Walling*  
CHRISTINE M. WALLING

STATE OF OREGON

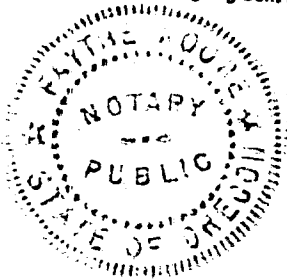
County of Klamath

} ss.

December 6, 19 85

19944

Personally appeared the above named Lloyd U. Porter, Jr. and Mary Lou Porter, Husband and Wife  
and acknowledged the foregoing Contract to be his (their) voluntary act and deed.



Before me:

Larry H. Moore  
My Commission Expires: 8/27/87 Notary Public For Oregon

SELLER:

Director of Veterans' Affairs

By:

Fred Blanchfield  
FRED BLANCHFIELD

Manager, Loan Processing/Service

Title

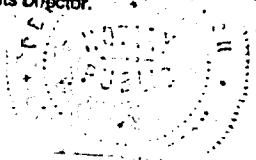
STATE OF OREGON

County of Deschutes

} ss.

November 25, 19 85

Personally appeared the above named Fred Blanchfield  
and, being first duly sworn, did say that he (she) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by  
authority of its Director.



Before me:

[Signature]  
My Commission Expires: 08-29-86

Notary Public For Oregon

FORM No. 151—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

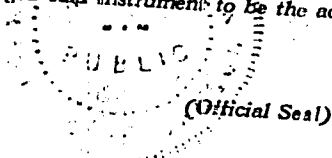
STATE OF OREGON,

County of Klamath

} ss.

On this the 6th day of December

Franklin K. Walling, 19 85 personally appeared  
who, being duly sworn (or affirmed), did say that he is the attorney in fact for  
Lloyd U. Porter, Jr. and Mary Lou Porter  
that he executed the foregoing instrument by authority of and in behalf of said principal; and and  
acknowledged said instrument to be the act and deed of said principal.



Before me:

Larry H. Moore  
(Signature)

My Commission Expires: 8/27/87

(Title of Officer)

AFTER RECORDING, RETURN TO:

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

C06231

CONTRACT NO.

Page 5 of 5

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of December A.D., 19 85 at 3:13 o'clock P M., and duly recorded in Vol. 1805  
of Needs on Page 19940

FEE \$21.00

Evelyn Biehn,  
By \_\_\_\_\_

County Clerk

[Signature]