ATC-6-29513 Vol. MB6 Pag 2020 DEPARTMENT OF VETERANS' AFFAIRS THE WYAS SOURS BRANDRUS . HOTOS 57932<sup>0 000 00</sup> TOTAL MINING COMPANY COMPANY OF SAME THE BOTH OF THE SAME OF TOT CONTRACT OF SALE HI bied ed lishe owng acortown with in der nichternenen on ob 4-1986 FERRUARY mercences and strates States to Alexandre means principle to the second 00.60E.NE BETWEEN: The State of Oregon by and through the ges of nearly of bANDREW (A ser PATTERSON) one cannot on his geometry with both the set of a control of AND: เปลาเทอปี อดี! แล้วของ สากสะเล้ อาการ โดยกละ 66 มีพ เกิดทักร (รถ) (สายการ (699) การ 1105 February ייים ליכתיימה אידל זהר המגו לפג מאחד לי נפיי Wetter 1 is Presidente and a constant of the end with ender the end of the t The President of the end BUYER(S) ation of harden whete our television of the main dealers of all the on the On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following described real property (the "property"): Lot 27, Block 5, Tract No. 1037, FIFTH ADDITION TO SUNSET VILLAGE, in the County of Klanath, State of Oregon a new long was set doed and where W doed and was Beenew a new Beenew the end approxime preparty or soll-realize Burger alter free date of the Contract. 化乙酸钙 经过程 法保持法法 fait terminal beside has excepted in the third of to stop we have and more we have he viola nert enominal meanward of resupergradi forman for Parts source, spreading an faeland of count relations o andolles l'especto rell'un relation declargitaria bas terre ver la superior par print que la sivatemente come e . เสมกระการราย แต่ประกอบสารสุดที่สุดสินสินส์ เลิศกระสินสาร์สุดที่ไปสุดที่และ - ประสินสารศักรายสุดเป็น ซึ่งและ และ Subject only to the following encumbrances: how a contract state of the second state o 1. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin as shown on the recorded plat of Fifth Addition to Sunset Village. get and seeig policies of Gp insuran a and manifed unended coverage or concentrate ( nd any other 2. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, who so welled to add the should have ease why child bounded and an another to be booked and the the so Recorded: and and an an June 13, 1972 of the other structure of the struct Bookies to visa hade talled in a total M272 sate genterature month melad at your statute environ a diversi Progension and a state a grant to an even in the state of a state water in the state over 12.00 h. Astronomy in the state of a state of the state of n e cuise **or re**stantion et lla proposition and es assisto pay <mark>biel nettoed m</mark>ercel pred court**es p**écol 3. Set back provisions as delineated on the recorded plat, 25 feet from front lot line and 5 feet from side lot line and 20 feet aloang arterial street. A CONTRACTOR OF A CONTRACTOR A and the second second second second and the contract produced produced in second and the second and the second 4. Utility easements as delineated on the recorded plat along rear lot line and being 8 feet in width. TAX STATEMENT, respectively and the second second second second second second second respectively and the second equility rendering you of themsel drive at 20 is the result condition and to be proceed on Until à change is requested, all'tax statements shall be sent to: Department of Veterans' Affairs nelse of educave excerners, thetay enclose and an elements in the action of the total of the total total action of the total total action of the total of total of the total of total of the total of to **Oregon Veterans' Building** rasonal mount provided to the year action of 700 Summer Street, NE Here is the second to the second view to grad the second view to grad the sub Salem, Oregon 97310-1201 to de la seguera de la seguera de la seguera de la la presenta de la contrat. the second and second in addition to covered. Burn the contact obligation and the second second and the second Hudden or the states by Vikace Hore associations"

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8ECT)					<b>A</b>
	ON 1. PURCHASE PRICE; P.	AYMENT		210	
proper	y.	PRICE. Buyer agrees to pa	ay Seller the sum of <u>\$ 54,500.00</u>	North Control	Second Constant Const
	1.2 PAYMENT OF TOTA	t Dimension	CONTRACT OF SALE	as the total	purchase price for the
	Seller acknowledges results	PUNCHASE PRICE. The to	BLAC TO TOARTHOO btal purchase price shall be paid as follows		2013 C
	D		from Diverse		•. •
upon in the con	provements will satisfy the e tract balance.	ents to the property in accord quity requirements of ORS 40	from Buyer, as do ance with the Property Improvement Agree 7.375(3). The value of the improvements wi	ment, Form 590-M, signed this date. C Il not be subtracted from the subtracted from the	ompletion of the agreed-
	The balance due on th	he Contract of \$ 54,	F00.00	rest and the normal and purchase p	rice nor subtracted from
		5000 act 01 \$_0790	Sonso shall be	paid in payments beginning o	
Buyer si necessa	nall pay an amount estimate	d by Seller to be sufficient to	al payments shall be $\frac{5458}{200}$ also shall be	each including interest in	n the first day of.
	he total monthly naverante	or assessments.	pay and the super also shall pa	ay to Seller on demand any additional	iddition to that amount,
the payn balance o	ent of taxes and assessment due on the Contract. When S	n this Contract shall change if its will not be held in reserve eller pays the taxes of	the interest rate changes or if the taxes an by Seller. When Buyer pays Seller for taxe sments, that amount will be added to the b ar Contract and the line lawreet	d assessments change. The money pair	d by Rumer to Solias to
1	er continaci	1/1/15 15 a yea	ar Contract and the final payment is due	February 1	to subtracted from the
1.	4 INTEREST RATE. The				2011
Solvency	of the Department of Veterar	ns' Affairs. The Seller may per	e term of this Contract is variable; it cannot riodically change the interest rate by Admir mnum.	Increase by more than	(year)
The initial	annual interest rate shall be	9.0 percent per a	rodically change the interest rate by Admir	histrative Rule pursuant to the provision	except to maintain the
1.		percent per a	Mnum.		13 01 OHS 407.375 (4).
185 1.6	PLACE OF PAVMENTO	or may prepay all or any porti	innum. on of the balance due on the Contract at a be made to Department of Veterans' Affal e other place.	nu fime	
unless Sel	ler gives written notice to Bu	All payments to Seller shall iver to make payments at son	be made to Department of Veterans' Arta	iny unite without penalty.	
YO∀ <b>1</b> ;7	WARRANTY DEED.	A Distance JES2102	be made to Department of Veterans' Affal ne other place. Isse price for the property as provided for by yer a Warranty Deed. Such Warranty Dee aced upon the property or suffered to De	irs at 700 Summer Street, N.E., Salem,	Oregon 97310-1201
Conditions	and provisions of the Conti	ract, Seller shall deliver to D	ase price for the property as provided for h	this Call	
or contorar	ices referred to on page one	of this Contract and those of	iver a Warranty Deed. Such Warranty Dee	d shall warran Original State	ver of all other terms.
SECTION	2. POSSESSION; MAINTEN	1441a-	ase price for the property as provided for by yier a Warranty Deed. Such Warranty Dee aced upon the property or suffered by Buy	er after the date of this Contract	t for those liens and
21	000000000000000000000000000000000000000	DUNCE			
Buyer will	permit Seller and its accente to	shall be entitled to possession	n of the property from and office the stud		
(30) conse	cutive days.	o enter the property at reason	n of the property from and after the date o able times, to inspect the property. Buyer s	of this Contract. It is understood, and a	greed, however, that
2.2					
CONGI, EXC	ept for domestic use, Buyer	shall not permit the cutting or	improvements, and landscape now existing ovements, nor make any substantial impro removal of any trees, nor removal of any s nply with all laws, ordinances, regulations of	ovements or alterations without the property	rty, in good condition
	COMPLIANCE WITH LAN	WS. Buyer shall promptly con	not with all trans a	sand and gravel, without prior written c	Onsent of Selles
CUNTESTINA	OOd faith any such	ready of the property. In th	IS COmpliance Branning in	unocourts, rules, and other requirements	S of all commenter
jeopardized					dditions. Buyer may
SECTION 3	INSUHANCE Happen	1. no contrata .	2 11 - CHUIDDIAIRSA DA		and the property is not
endorsemen	its required by Seller) on an	actual cash value bacia and	and keep policies of fire insurance with st	BDderf ertendet	≤ facaiata
In the event	of any co-insurance clause. I	nsurance shall be made with	and keep policies of fire insurance with si vering all improvements on the property. loss payable to Seiler and Buyer, as their r may make proof of loss if Buyer fails to do se balance due on the Contract. The insura	Such insurance shall be in an amoun	ents (and any other
insurance in	force, Seller may obtain insu	ediate notice to Seller. Seller	may make proof of loss if Buyer, as their r may make proof of loss if Buyer fails to do be balance due on the Contract. The insura surance on the property shall be held by Sk	espective interests may appear.	Noniversi IO SAOIO
30	4001101	and and the cost to th	e balance due on the Contract The	so within titteen (15) days of the loss if	Bunnedate 2.00 1
repair or rep	lace the damaged or destroy	ed portion of the property in	e balance due on the Contract. The insura surance on the property shall be held by Si a manner satisfactory to Seller. Upon satis restoration. If Buyer chooses not to restor	aller If Binopatitie	lemandD5:901
DIOCARds to	ne insurance proceeds for th	e reasonable cost of repair or	a manner satisfactory to Seller. Upon satis	sfactory proof of restoration	operty, Buyer shall
days after th		is Contract, and shall nav the	balance of the stores not to restor	re the property Seller shell the	pay or reimburse
batanče due	on the Contract	has not committed to the rej	pair of restoration of the property shall be	er. Any proceeds which have not been	Daid out within 180
SECTION 4.	EMINENT DOMAIN	5, C2 . 3610 p90-	balance of the insurance proceeds to Buy balance of the insurance proceeds to Buy pair or restoration of the property, shall be 100001 and no bej5001151 10001 and no bej5001151	used to pay first accrued interest and	then the principal
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espective int	erests in the property. Sale of	If or any portion of the proper	rty, Buyer and Seller shall share in the cov	(601 309 200 100);	les à bris
ECTION 5.	BECURITY AGREEMENT	Sector Card A Runador Coude	1376 DADOLE Jone OS have ny, Buyer and Seller shall share in the cos symption shall be treated as a labled of the	Property.	the values of their
This is				신 이 가지 아이지 않는 것같이 것 같이 것 같이 것 같이 했다.	
escription of	the property. Upon request of	of Seller, Buyer shall execute	meaning of the Uniform Commercial Code of any necessary financing statements in the f om Buyer, Selier may at any time file copie did of writing dome does	with respect to any	4 1 1 1997
o uno statem Nder the term	ents at Buyer's expense. Wi	ithout further authorization fro	any necessary financing statements in the t	form required by the Uniform Comments	ncluded within the
ECTION & P	S of unis Contract, Buyer sha	all, within three (3) days of rec	any necessary financing statements in the f om Buyer, Selier may at any time file copie solpt of written demand from Selier, assemi	is of the Contract as financing stateme	al Code and shall
C		(ing	The receasary tinancing statements in the form Buyer, Selier may at any time file copie solpt of written demand from Selier, assemi- tions a containty regend	ble the personal property and make it a	vailable to Sellar
<del>0</del> .1					
	(a) Failure of Buyer to m	ake any payment when payment	ent is the Manager any of t	the following circumstances:	
					3 80V hushes / f ~
	Failure of Buyer to p receiving Nation of the	erform any other obligation i	n this Contract in addition to payment or	late payment under this Contract.	/ twelve (12)-
COSE		elaun from Seller. Such Notic	ices to Buyer concerning non-payment or in n this Contract in addition to payment. Buy the shall specify the nature of the default.	yer must perform obligation within thir	ly (30) days after

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		2162
6.2	REMED	NES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps:
o encore it:	- (a) 5.0d	Declare the entire balance due on the Contract, including interest, immediately due and payable;
eriens hid e	This is the	Declare the entire balance due on the Contract, including interest, intrinciating due and payable; Foreclose this Contract by suit in equity;
•		
	(d)	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.
	(e)	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.
••••		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. 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.
. •	(g)	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 by Seller shall not disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may:
·	•	<ul> <li>Use, operate, manage, control, and conduct business on the property and make necessary expenditures for all maintenance and improvements that in the receiver's judgement are proper;</li> </ul>
		(ii) Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation, and management:
		(iii) 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 changes in plans and specifications that Seller deems appropriate.
1999 - 1999 1999 - 1999 1999 - 1999		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 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
		- 나는 V <b>demand</b> 을 수밖하면서 생활 수밖에 전 문제되는 방법은 중에 가장을 가지 않는 것 같아요. 이 가지 않는 것 같아요. 가지 않는 것 같아요. 이 가지 않는 것 같아요. 이 가지 않는 것 같아요.
ni tea	;, <b>(h)</b> ∃	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, 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 or 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 as
, plus 75 per	, महा हिंद सदि जुझे	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 negotate 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 fold her demand and aristed. Seller's half apply the Income first to the expenses of renting or collection and the balance (if any) to payment of some dom Buyer to seller in definition and the balance (if any) to payment of some dom Buyer to seller in definition of the contract.
6.3	REME	EDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such
remedies.		

## 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 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 may have on account of Buyer's default.

### SECTION 8. WAIVER

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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 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 C DOMAJON OF TREASTREAST SHEEP OF DECROPED OF TEEPOSE

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 Selier 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 coursel reasonably satisfactory to Seller.

### SECTION 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 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. SUYER(S);

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 Contract also hereby waives and this Contract, person at any time obligated under this Contract, COZRETTAR . A W2RSHA

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

### 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.

C06648 CONTRACT NO.

COSTS AND ATTORNEY FEES adults entworked ent to promise and year address were and a second at the second 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:

- ntim tert around the administration of an around standard standa Cost of surveyors' reports, entew mentana ( ) et o more de rue rouege de enderen ante integrande et e Cost of foréclosure reports, re
  - - · 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. SUBVIVAL OF COVENANTS FOR A CONTRACT BUT TO BE A CONTRACT. A CONTRACT BUT TO BE A CONTRACT BUT A CONTRACT BUT TO BE A CONTR

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.

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Subject to the right of redemption arising from a Decree of Foreclosure in Case Number 85-93CV in the Circuit Court of the State of Oregon for the County of Klamath, in accordance with ORS 23.560. Said redemption period ends March 24, 1986. and a sugar - Contractor and English Apple He with the to the second constructions

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 \$575 per month as a reasonable rental for the use of the property.

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SECTION 8. ... ACTOBS

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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 APPROVED USES.

to set managers and only upperform that be independent of the restriction of the

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 SCONDUCTOR POSSED STREAM ment of a present of Salter. Consent by Salter to one transfer shall not constante consent to one er a Dattinu

BUYER(S):

an every court and the related rate inder the Convert from the date of the Version Any Intrease in the interest rate under this poci nacio anti caracteri principado a la presenta i na considera da construcción de constructiva entre constru Anti- esta caracteri principado a la constructiva da construcción de constructiva da constructiva da constructiv CONTRACTOR OF THE STORE OF A STOR terisoine gause wound travel to bode or to open the path and in bar boy of thete not inter NIC STORIES product for y other particle at not their otheration for the performance of the terms of this ETERATE THE A CONTRACT OF EACH AND AND A READ AND Birestine we not in the next release, description of anti-rest and indian of any 1100 DBs 42.00003

ANDREW A. PATTERSON

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County of Klamath		
	Andrew A. Patterson	MMINING AND
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	hunnin 11-11-91	
	Before me: <u>LULANN ( A for All</u>	Bry Public For Oregon
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	SELLER: Director of Veterans' Affairs	
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	By Fred Blanchfuld	· · · · · · · · · · · · · · · · · · ·
	Manager, Loan Processing/	Servicing
STATE OF OREGON	Title	
Decelutes	) ss January 28 86	
County of Descrittes	· · · · · · · · · · · · · · · · · · ·	
Personally appeared the above named	Fred Blanchfield	
	My Commission Expires: 08.29.85	ry Public For Oregon
FOR COUNTY RECORDING INFORMAT	TION ONLY	
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AFTER RECORDING, RETURN TO:	DEPARTMENT OF VETERANS' AFFAIRS	
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	155 NE REVERL AVER BEND, OREGON 97701	
CO6648 CONTRACT NO.	BENU, CILCO	Page 5 of 5

Sector Sector

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