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MTC 15721
CITY OF KLAMATH FALLSVol. M80 Page 4836

HOUSING REHABILITATION LOAN PROGRAM

HOME IMPROVEMENT LOAN AGREEMENT

THIS AGREEMENT is made this 11th day of March, 1986, between the City of Klamath Falls, Oregon, a Municipal Corporation ("City") and Donald L. Cabitto Sr. and Donald L. Cabitto, Jr., tenants in common ("Homeowner").

WITNESSETH: That in consideration of a loan of Fifteen thousand and 00/100ths (\$15,000.00) Dollars from the City, of technical and other assistance provided by the City in connection with repairs and/or improvements to Homeowner's property, and of promises contained in this agreement, the Homeowner and the City agree as follows:

1. The work to be paid for with loan proceeds in an amount not to exceed \$15,000.00 shall include only repairs and improvements listed or described in the Contract Documents and other eligible costs approved by the City, which documents are hereby incorporated by reference within this agreement. Homeowner's property to be improved is located at 2132 and 2136 Applegate (street address) in the City of Klamath Falls, Klamath County, Oregon, and more particularly described as: Lot 767, Block 106, MILLS ADDITION, to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, free of all encumbrances except reservations, restrictions, easements and rights-of-way of record and those apparent upon the land.
2. Homeowner and City agree that the administration of the construction work to be performed with the loan proceeds shall be governed by and subject to the terms of the Contract Documents and the applicable terms of the Housing Rehabilitation Loan/Grant Program for the City of Klamath Falls, Oregon, as adopted by the City Council and currently existing as of the date of this Agreement.
3. The Homeowner expressly authorizes the City to establish a rehabilitation account with the loan proceeds, and to disburse such proceeds in accordance with the Contract Documents and the Program.
4. The Homeowner will begin the contract work on or after receiving written authorization to proceed from the City, and will complete the work within 45 days of such receipt. If the work is not completed within such time, and the completion date has not been extended in writing by the City due to work delay not caused by Homeowner's negligence or neglect, the City shall have the right to complete the work by whatever method it deems expedient, and the right to use any amount remaining in the Homeowner's rehabilitation account to pay the costs of such completion.
5. Homeowner shall notify City in writing of the sale or transfer, whether for consideration or not, of any legal or equitable interest in any part of the property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowner knows that there will be a sale or transfer and not later than one week before the expected sale or transfer except in the case of the death of the last surviving Homeowner, in which case the Homeowner's estate shall notify the City as soon as reasonably possible. The notice must include the name of the Homeowner, the address of the property, the name of the person to whom the property is being sold or transferred, and the name of any person or company who is acting as a closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowner authorizes City to contact any of the persons so named and authorize and direct such persons to pay City any obligations owing under this agreement from any monies which such persons owe to Homeowner.
6. Homeowner has executed a Promissory Note in favor of the City the same date as this agreement and, to secure said note, a Trust Deed to the City which document Homeowner acknowledges will be recorded by City. In addition, Homeowner acknowledges that City may record this agreement.
7. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowner in this agreement. This agreement shall be binding upon the successors of the parties. Homeowner shall not assign this agreement.

8. In the event of legal suit or action including any appeals therefrom, brought by either party against the other to enforce any of the obligations of this agreement, the losing party shall pay the prevailing party, such reasonable amount for investigation costs, attorney's fees and expert witness fees, as may be set by the court. This agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party, with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Klamath County, Oregon.

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties.

10. THE HOMEOWNER UNDERSTANDS AND AGREES THAT THE CITY NEITHER HAS NOR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION, LEGAL OR OTHERWISE, IN CONNECTION WITH ANY CONTRACT WORK OR WITH MATERIALS OR EQUIPMENT SUPPLIED; AND THAT ANY GUARANTEE OR WARRANTY OF CONTRACT WORK OR MATERIALS MUST BE OBTAINED BY THE HOMEOWNER FROM WHOEVER SUPPLIES SUCH MATERIALS OR PERFORMS SUCH WORK; AND THAT THE CITY IS NOT RESPONSIBLE FOR THE QUALITY OR ACCEPTABILITY OF SUCH WORK OR MATERIALS; AND THAT IN CONNECTION WITH SAME, THE PROPERTY MUST BE KEPT FREE OF CONSTRUCTION LIENS.

11. HOMEOWNER ACKNOWLEDGES RECEIVING A COPY OF THIS LOAN AGREEMENT AND OF A COPY OF THE PROGRAM.

IN WITNESS WHEREOF, this loan agreement has been duly executed by the undersigned, as of the date above written.

CITY:

By: Isabel Rodriguez
Mayor Pro Tem
Attest: Donna J. Wohlwend
Recorder

HOMEOWNER:

Donald L. Cabitto Sr.
Donald L. Cabitto Jr.

STATE OF OREGON,)

) ss

County of Klamath)

BE IT REMEMBERED, that on this 11th day of March, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald L. Cabitto Sr. and Donald L. Cabitto, Jr. known to me to be the identical individual(s) described in and who executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Isabel Rodriguez
Notary Public for Oregon
My Commission Expires: 4-24-87

STATE OF OREGON,)

) ss

County of Klamath)

Personally appeared H. C. DOUGLAS and Donna Wohlwend, who being first duly sworn, each for himself and not one for the other, did say that the former is the Mayor and that the latter is the Recorder of the City of Klamath Falls, a municipal corporation of the State of Oregon, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its council; and each of them acknowledged said instrument to be its voluntary act and deed.

Dated this 11th day of March, 1986.

Before me:

Edisa Dale Fritz
Notary Public for Oregon
My Commission Expires: 5-17-89

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Return to: City of Klamath Falls
Planning
PO Box 257
Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of _____ the 24th day
of March A.D. 19 86 at 2:11 o'clock P. M., and duly recorded in Vol. M86
of _____ Mortgages on Page 4836

FEE 913.00

Evelyn Biehn, County Clerk
By [Signature]