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The State of Oregon by and through the		
Director of Veterans' Affairs	SELLER	
Nov Second Secon		-
add Hann Bennet Might et el Hanne en el		
	BUYER(S)	
	har an	
On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to sell agrees to	ees to buy the following described and	
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1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the	ETIMATE TO THEMTERASED
1.2 PAYMENT OF TOTAL PURCHASE	as the total purchase price for the
1.2 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase Seller acknowledges receipt of the sum of \$_NOne_	price shall be paid as follows:
	From Buyer, as down payment on the purchase price. Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreed-value of the improvements will not be subtracted from the purchase price nor subtracted from
the Contract of \$_45,250	tom acted from
necessary for payment of the taxes of Seller to be sufficient to new taxes its	then due. Buyer also shall pay to Seller on demand any additional amounts which may be
1.4 Contract and	d the final payment is due August 1 0000
solvency of the Department of Veterans' Affairs. The Selve and the term of this ((month, day) (vear)
The initial annual interest rate shall be <u>8.2</u> percent per annum.	Contract is variable; it cannot increase by more than one (1) percent except to maintain the ge the interest rate by Administrative Rule pursuant to the provisions of ORS 407.375 (4).
unless Seller gives written notice to Buyer to seller shall be made to p	Ce due on the Contract at any time without penalty.
1.7 WARRANTY DEED, Upon numeric full	Affairs at 700 Summer Street, N.F. Salam Quantum Street
	bit is to be a set of this Contract. If while a set of this Contract. It is understood, and agreed, however, that ispect the property. Buyer shall not permit the premises to be vacant for more than this
2.2 MAINTENANCE. Buyer shall keen all hulld	spect the property. Buyer shall not permit the premises to be vacant for more than

22 vever, that

2.2 MAINTENANCE. 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 sing repair, outer shall not permit any waste or removal or use improvements, nor make any substantial improvements or anerations without the prior written consent of seter, Seter 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 Seter, 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

autormes applicable to the use or occupancy or the property. In this compliance, buyer and prompty make an required repairs, environments, and withhold compliance during any proceeding, including appropriate appeals, so long as Seller's interest in the property is not SECTION 3. INSURANCE

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CHASE PRICE; PAYMENT

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PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire 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 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 in the event or loss, buyer shall give intrinsulate house to senier. Senier may make proor or loss in buyer rate to to so which inteen (10) ways or the loss. In buyer rate inforce, 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

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 Topan or repares the variaged or destroyed portion or the property in a manner setstation y to dener. Open setstation y proor or restoration, center shall pay or reinfource 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 Buyer from the insurance proceeds for the reasonable cost of repair of restoration. In payer chooses how to restore the property, center shall here a summer to 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 an amounts due when this contract, and shall pay the balance of the insurance proceeds to buyer. Any proceeds which have not over pay our written for each out written for the repair or restoration of the property, shall be used to pay first accrued interest and then the principal belongs the contract.

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 reconsortening automy taxes and any portion of the property in lieu of condemnation shall be treated as a taking of the property. In the 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

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 be the second statements in the form required by the Uniform Commercial Code and shall be the second statements in the form required by the Uniform Commercial Code and shall be the second statements in the form required by the Uniform Commercial Code and shall be the second statements in the form required by the Uniform Commercial Code and shall be the second statements in the form required by the Uniform Commercial Code and shall be the second statement of the second statements in the form required by the Uniform Commercial Code and shall be the second statement of the sec the control of the Control Churce Coll. Within the Churce Churce and the College of the Contract as financing statements. Upon default Ine the statements at Duyer's expense, which 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)-Parties of object to make any payment when payment is due. No house of delatit and no opportunity to one shall be required in 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

CONTRACT NO.

Page 2 of 5

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8.2

- REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: Specifically enforce the terms of this Contract by suit in equity:
- 6.2 REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following state and up abilition interact and the entire balance due on the Contract, including interest, immediately due and payable:
 - (1)

 - 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 these rights and remedies with espect to any part of the property which constitutes personal 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 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. 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 (g)

 - 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 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. (ii)
 - to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default. 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 aboointed may serve without bond. Employment by Seller shall no 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 disquality 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 disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may: the constant manage control and constant business on the property and make possesson events into the property. alify 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 improvements that in the receiver's ludgement 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; 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 changes in plans and specifications that Seller deems appropriate. (iii)
- (h)
- funds, employ contractors, 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 as receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment 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 receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by Seller shall bear interest at the same rate as the balance on this Contract. Interest shall be secured by 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 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. demand. 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 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 collect the income from the property. In the event of default and at any time hereafter. Seller may collect the income either through itself or a receiver. Seller may notify any tenant or Operate and manage the property and collect the Income from the property. In the event of default and at any time hereafter, Seller may collect the income either through itself or a receiver. Seller may notify any tenant of the user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller at
- 6.3 remedies.
- 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 the user to make payments of rents or use fees directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller permission to endorse rent or fee checks in Buyer's name. Buyer also gives Seller permission to negotiate as the checks in Buyer's name. Buyer also gives Seller permission to negotiate the self of the seller permission to negotiate the self of the checks in Buyer's name. Buyer also gives Seller permission to negotiate the self of the self o 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 endorse rent or 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 payments are made, whether or not any proper grounds for the demand existed. Seller shall apply the income first to the expenses of rentino or which the seconses of rentino or seconses 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 limit to the expenses of renting or collection and the balance (if any) to payment of sums due from Buver to Seller under this Contract. collection and the balance (if any) to payment of sums due from Buyer to Selier under this Contract. REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such SECTION 7. SELLER'S RIGHT TO CURE TOW 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 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 solution is a solution of the default of the default of any other right or remedy which Seller shall
- SECTION 8. WAIVER
- 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 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 other right or remedy which Seller shall not constit the seller shall not constitute a waiver Ton s. waiven 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 h 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 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

- HON S.: INDERNIFICATION Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or itability arising out of or in any way connected with Buyer's possession or use property; Buyer's conduct with respect to the property, or any condition of the property. In the event of any itigation 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 ag defend such actions or proceedings through legal counsel reasonably satisfactory to Saller.
- Buyer shall forever defend, indemnify, and hold Seller hamiless from any claim, loss, or itability arising out of or in any way connected with Buyer's possession or 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 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 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 of the 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 waiver of this section. iver 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 contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the date of the transfer. Any increase in the interest rate under this contract from the time provided increased to the amount necessary to retire the obligation within the time provided in the tinterest provided in the time provided in the 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 entitie the Seller to increase monthly payments. Monthly payments may be increased to the amount necessary to retire the obligation within the time 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 noice of an other person at any time obligated for the performance of the terms of the te 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 and modifications of this Contract granted by Seller. Any other person at any time obligated for the performance of the terms of terms of the terms of the terms of the terms of ter 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 person at any time obligated under this Contract. SECTION 11. TRANSFER FEE
- ION 11. THANSFER 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 prescribed 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 administrative Rule 274-20-440.
- Now 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 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. 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.
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Section to Coal SAID ATTORNEY FEES Events may occur that would cause Seller or Buyer taken, the prevailing party shall be entitled to recover from t inneed to the following costs:	w take any one or more of the tore	EP 184's? Number and	LUI:LU	
Events may occur that would cause Seller or Buyer taken, the prevailing party shall be entitled to recover from t limited to the following costs:	the other party all expenses	Irwise, to enforce or interpret terms	FULARED NO RECEIVER 50	
		ably incurred in taking such action. S	Such expenses shall include, but are n	be diama di
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STATEOFOREGON 13741 88 -County of___ Klamath 814 19 86 Personally appeared the above named_ Smith 2.0 and acknowledged the foregoing Contract to be his (their) voluntary act and deed. ···· Obec Before me: amalo ລ My Commission Expires: 8/ Public For SELLER: Director of Veterans' Affairs Fred Blanchfitl By_ Fred Blanchfield Manager, Loan Servicing/Loan Processing Title STATE OF OREGON County of_ Deschutes July 31 86 Personally appeared the above named ... Fred Blanchfield and, being first duly sworn, did say that he (she)ds duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by à Institute and KIR Linda Before me: Notary Public For Oregon My Commission Expires: 1-1-90 en stic CONTRACT OF SALE FOR COUNTY REGORDING INFORMATION ONLY in the state of th 207 2 STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of August of A.D., 19 86 at the 4th 3:56 o'clock P_M., and duly recorded in Vol. of . <u>M86</u> Deeds on Page _____13737 FEE Evelyn Biehn, \$21.00 County Clerk By AFTER RECORDING, RETURN TO: Department of Veterans' Affairs 155 NE Revere Avenue Bend OR 97701 C07629 CONTRACT NO. Page 5 of 5