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SECTION 1 PURCHASE PRICE: PAYMENT Crist - TOTAL PURCHASE PRICE Buyer agrees to pay Seller the sum of \$ 13,000,00 19934

1.2 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: Seller acknowledges receipt of the sum of \$\_ as the total purchase price for the

Buyer shall make improvements to the property in accordance with the Property Improvement Acreement, Form 590-M, signed this date. Completion of the agree more value of the improvements will not be subtracted from the ourchase price nor subtracted from the ourchase price nor subtracted from the ourchase price nor subtracted from the ourchase price price price price of the agree of the improvements will not be subtracted from the ourchase price pr Buyer shall make improvements to the property in accordance with the Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreed upon improvements will satisfy the equity requirements of ORS 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from the shall be paid in payments beginning on the first day of

Sary for payment of the taxes or assessments. 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 wment of taxes and assessments will not be held in reserve by Seller. When Buyer bays Seller for taxes and assessments, that bayment will be subtracted from the 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 the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments, that payment will be Buyer to Seller for taxes and assessments, that payment will be Buyer to Seller for taxes and assessments. The money paid by Buyer to Seller for taxes and assessments. The money paid by Buyer to Seller for taxes and assessments. The money paid by Buyer to Seller for taxes and assessments. The money paid by Buyer to Seller for taxes and assessments. The money paid by Buyer to Seller for taxes and assessments. The payment will be subtracted from the balance due on the Contract. the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments, that pay balance due on the Contract. When Seller pays the taxes or assessments, that amount will be added to the balance due on the Contract.

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 is Denartment of Veterans' Affairs. The Seller may periodically change the interest rate by Administrative Rule pursuant to the provisions of QRS 407.375 (4). 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 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). The Initial annual interest rate shall be \_\_\_\_9\_0\_

PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without penalty. PIE-PATMENTS: Duyer may prepay an or any portion or the balance due on the Contract at any one without penalty. PLACE OF PAYMENTS: All payments to Seller shall be made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201, nives written notice to Briver to make navments at some other place. unless Seller gives written notice to Buyer to make payments at some other place.

Seller gives written notice to Buyer to make payments at some other place.
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, ons, and provisions of the Contract. Seller shall deliver to Buver a Warranty Deed. Such Warranty Deed shall warrant marketable title, except for those liens and 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, conditions, and provisions of the Contract, Seller shall deliver to Buyer a Warranty Deed. Such Warranty Deed shall warrant marketable tille, except for those placed upon the property or suffered by Buyer after the date of this Contract. 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 mit Seller and its agents to enter the property at reasonable times: to inspect the property Birver shall not permit the premises to be vacant for more than thirve

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 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) consecutive days. 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 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. MAINTENANCE. Buyer shall keep all buildings, other improvements, and landscape now existing, or which shall be placed on the property, in good condition inver shall not permit any waste or removal of the improvements. nor make any substantial improvements or alterations without the prior written consent of 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. COMPLIANCE WITH LAWS. Buyer shall promptly comply with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental nicehia to the use or occupancy of the property. In this compliance, Buyer shall promptly make all required repairs, alterations, and additions. Buyer may 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 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 authorities applicable to the use or occupancy of the property. In this compliance, Buyer shall promptly make all required repairs, alterations, and additions. Eusyer 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

SECTION 3. INSURANCE PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other s ranuired by Seller) on an actual cash value basis covering all improvements on the property. Such insurance shall be in an amount sufficient to avoid

3.1 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 pavable to Seller and Buyer, as their respective interests may appear. endorsements required by Seller) on an actual cash value basis covering all improvements on the property. Such insurance shall be in an 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 if Buyer shall due immediate police to Seller may make proof of top if Buyer fails to do policity fitterests may appear. 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 it Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep 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. 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 do so wit 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 are not in a manner satisfactory to Seller. If Duyer chooses to restore the property, Buyer shall are or the damaged or destroyed portion of the property in a manner satisfactory to Seller. 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SECTION 4. EMINENT DOMAIN

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 reasonable cost of repair or restoration. If Buyer chooses not to restore the property, Seller shall keep a sufficient amount of the proceeds to Dav 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 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 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 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 balance due on 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 interests in the property. Sale of the property in lieu of condemnation shall be treated as a taking of the property. If a condemning authority takes all or any portion of the property. Buyer and Seller shall share in the condemnation 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 meaning of the property. Upon request of Seller. Buver shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall only on 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 exceute any necessary financing statements in the form required by the Uniform Commercial Code with respect to any personal property included within the file the statements at Buver's expense. Without further authorization from Buver's Seller may at any time file copies of the Contract as financing statements. Upon default of the default of the contract as financing statements. Upon default file the statements are statements of the Contract as financing statements. Upon default file the statements are statements at Buver's expense. Without further authorization from Buver's Seller may at any time file copies of the Contract as financing statements. Upon default file statements are statements at Buver's expense. description of the property. Upon request of Seller, Buyer shall exccute any necessary financing 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. Buver shall, within three (3) days of receipt of written demand from Seller, assemble the bersonal property and make it available to Seller. file the statements at Buyer's expense. Without further authorization from Buyer's 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 (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: FIS OF DEFRUE L. TIME IS OF the essence of this contract. A detault 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)-month period Seller has already sent three (3) notices to Buyer concerning non-priment or late payment under this Contract. Finiting period Selier has already sent three (3) notices to buyer concerning non-phyment 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 receiving Notice of Default from Seller. Such Notice shall specify the nature of the default.

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<b>6.2</b>	DEME	DIES ON DEFAULT: In the event of Default Seliar may take any one or more of the following steps: ##31 YE08017A GALLER A DODE
		Decoder Solution of a default Selection of a default Selection of the selection of the following steps: ###1/200174 SH 22/2 11 100-20-2
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	(C) (C)	
	(C) (d)	opcomodily diffulce the terms of this Contract by cuit in contain
		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.
		10 days after it is due.
9 et \$63 (11)	(I) Lauvieres	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
154 linda hawe .	(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: (i) Use, operate, manage, control, and conduct business on the property and make necessary expenditures for all maintenance and improvements that in the receiver may:
Lator anto brue Ta China anto re	Agre spa	(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;
Sector Days	ជាងអស់គ្ន។ ជាងអស់គ្ន៖ ជាចាស់សម	10/2 funds, employ contractors, and make an one property, at series option. To complete that construction, receiver may pay all bills because
		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 become be charged from the date the amount is borrowed or advanced until the amount is repaid. Any amount borrowed shall be used by the charged from the date the amount is borrowed or advanced until the amount is repaid. Any amount borrowed shall be paragraph.
i. Alt	·	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 perate and manage the property and collect the income from the property. In the event of default and at any time bereatter. Seller may source the property in the property and collect the income from the property. In the event of default and at any time bereatter. Seller may source the property and collect the income from the property.
	ai <u>ai</u> pi co	uper a automay in-ract and gives Seller permission to endorse rent or fee checks in Buyer's name. Buyer inferocably designates Seller as not 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 ayments are made, whether or not any proper grounds for the demand existed. Seller shall apply the Income first to the expenses of renting or performance (if any) to payment, of sums due from Buyer's Seller's Seller shall apply the Income first to the expenses of renting or
6.3 remedies.	REMEDIE	ES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such
		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

#### 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 breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself.

# SECTION 97 INDEMNIFICATION O HOITA JOIN WITH BRUTTENI 2011 MIDEBING 200 TREPORT BUTTEO

913 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 defend such actions or proceedings through legal counsel 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 :(8)HEYUS

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 nocessary 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 walves 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 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 dolivered 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.

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SECTION 13, COSTS AND ATTORNEY FEES Events may occur that would cause Seller or Buyer to take taken, the prevailing party shall be entitled to may	B Some action indicates and AJJ30
limited to the following costs:	ler party all expenses reasonably leaves to enforce or interpret terms of this Contract Shared
non och Source States and see and the set of	a some action, judicial or otherwise, to enforce or interpret terms of this Contract. Should such action er party all expenses reasonably incurred in taking such action. Such expenses shall include, but as Cost of searching records.
사람장 집 사람들이 가지 않는 것 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같아요. 2000년 12:00년 12:00	Ous of searching records
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SECTION 15. GOVERNING LAW: SEVERABILITY.	an a
SECTION 16. REPRESENTATIONS: COUPERING the provisions of	egon. In the event that any provision or clause of this Contract conflicts with annicable to
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AS IS: Present condition includes latent defects; without any represent	r aspects of the property, and any personal property sold under this Contract, in their present conditions or warranties, expressed or implied, unless they are expressly set forth in this Contract or are as so of these ordinances and laws as than period.
and laws. Buyer also agrees to accept the	tations or warranties; expressed or implied; unless they are expressed
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11.24

STATE OF OREGON County of\_ Klamath ) ss n.<sup>9</sup>0. ja ... Personally appeared the above named \_\_\_\_\_\_DARLENE\_S \_\_\_\_\_GRIFFITHS 52 and acknowledged the foregoing Contract to be Mit Heavy voluntary act and deed. 11/3 .19\_86\_ 19937 Before me My Commission Expires: 8/16/88 Notary Public R ្នុន្តរ ភូសា SELLER: Director of Veterans' Affairs By for Schully und FRED BLANCHFIELD, Manager Loan Servicing/ Loan Processing STATE OF OREGON County of\_\_\_\_ Deschutes Title ) ss October 30, Personally appeared the above named \_ anna internation Tinda Before mo: . \$ My Commission Expires: Notary Public For Oregon -1-90 FOR COUNT CONTRACT OF SALE PECORDING INFORMATION ONLY TE OF OF STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of SS. of <u>November</u> A.D., 19 86 10:16 o'clock A M., and duly recorded in Vol. at \_ of Deeds FEE \$21.00 4th day M86 Evelyn Biehn, County Clerk By AFTER RECORDING, RETURN TO: DEPARIMENT OF VETERANS AFFAIRS 155 NE Revere C08084 Bend OR 97701 CONTRACT NO. Page 5 of 5