

SECTION 4. INTEREST RATE AND PAYMENTS

(TRIBUS)

The interest rate is Variable (indicate whether variable or fixed) and will be 8.59 percent per annum. If this is a variable interest rate loan, the Lender can periodically change the interest rate by Administrative Rule. Changes in the interest rate will change the payment on the loan.

The initial principal and interest payments on the loan are \$ 321 to be paid monthly. (The payment will change if interest rate is variable and the interest rate changes.)

The payments on the loan being assumed by this agreement may be periodically adjusted by Lender to an amount that will cause the loan to be paid in full on the due date of the last payment.

SECTION 5. DUE ON SALE **

Buyer agrees that the balance of this loan is immediately due and payable in full, if after July 20, 1983, there is a second sale or other transfer of all or part of the property securing this loan. However, transfer or sale to the original borrower, the surviving spouse, unremarried former spouse, surviving child or stepchild of the original borrower, or to a veteran eligible for a loan under ORS 407.010 to 407.210 and Article XI-A of the Oregon Constitution does not count as a sale or transfer for purposes of the provisions of this paragraph.

** This law has been suspended until July 1, 1987. Any transfer of a property between July 3, 1985, and July 1, 1987, will not be counted as a transfer under the 1983 "Due on Sale" law. However, transfers that occurred between July 20, 1983, and July 2, 1985, may become due on sale with the next transfer after July 1, 1987.

SECTION 6. INTERPRETATION

In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm, or corporation as Buyer, the obligations of each such person, firm, or corporation shall be joint and several.

SECTION 7. LIMITATIONS

To the full extent permitted by law, Buyer waives the right to plead any statute of limitations as a defense to any obligations and demands secured by or mentioned in the security document.

BUYER Frank Sanchez Ruiz
Frank Sanchez Ruiz

BUYER Sin Cha Ruiz
Sin Cha Ruiz

STATE OF OREGON California)
) ss

COUNTY OF SANTA CLARA)
) ss

OFFICIAL SEAL: FRANK
Personally appeared before me FRANK D. RUIZ and CARMEN SANCHEZ RUIZ

and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

SANTA CLARA COUNTY

My Commission Expires June 30, 1988

COMMISSION NO. 632402
STATE OF OREGON

COUNTY OF Klamath)
) ss

FRANK SANCHEZ RUIZ and SIN CHA RUIZ
Personally appeared the above-named FRANK SANCHEZ RUIZ and SIN CHA RUIZ

and acknowledged the foregoing instrument to be his (their) voluntary act and deed.

7th day of January, 1987

Signed this 7th day of January, 19 87

SELLER Frank D. Ruiz
Frank D. Ruiz

SELLER Carman Sanchez Ruiz
Carman Sanchez Ruiz

SELLER Carman Sanchez Ruiz
Carman Sanchez Ruiz

January 17, 1987

Before me: Aurora Dominguez
My Commission Expires: 6/30/88

Notary Public For Oregon

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