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1.1 TOTAL FORGINGS property. 1.2 PAYMENT OF TOTAL PURCHASE PRICE. The t	otal purchase price shall be paid as follows. from Buyer, as down payment on the purchase price.
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1.2 PAYMENT OF TOTAL PONON NO. Seller acknowledges receipt of the sum of \$NONE	dance with the Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreed dance with the Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreed 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from 407.375(3). The value of the improvement for the purchase price nor subtracted from 407.375(3). The value of the improvement for the purchase price nor subtracted from 407.375(3). The value of the improvement for the purchase price nor subtracted from 407.375(3). The value of the improvement for the purchase price nor subtracted from the purcha
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Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due. Buye all change if the interest rate changes or if the taxes and assessments change. The money paid by Buyer to Seller for necessary for payment of the taxes or assessments.

	The total monthly payments on this Contract shall oblight on the balance due on the Contract. Anyment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and due on the Contract. Anyment of taxes and assessments, that amount will be added to the balance due on the Contract. The total monthly pays the taxes or assessments, that amount will be added to the balance due on the Contract. The total monthly pays the taxes or assessments, that amount will be added to the balance due on the Contract. The total monthly pays the taxes or assessments, that amount will be added to the balance due on the Contract. This is a <u>25</u> (month, day)	2012
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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 1.4 INTERESTRATE. 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).

1631 15 CHORE PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time 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, The initial annual interest rate shall be .

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. unless Seller gives written notice to Buyer to make payments at some other place. Conditions, and provisions of the Contract, Seller shall deliver to Buyer a Warranty Deed. Such Warranty Deed shall warrant marketable title, except for those liens and

conditions, and provisions or the Contract, Seller shall deliver to Buyer a warranty Deed. Such warranty Deed shall warrant marketable title, en encumbrances referred to on page one of this Contract and those placed upon the property of 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 2.1 PUBBEBBLOW. Duyer shall be entitled to possession of the property from and after the date of this Contract. It is understood, and agreed, nowever, 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

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 and repair. Buyer shall not permit any waste or removal or the improvements, nor make any substantial improvements or alterations without prior written consent of Seller. 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

2.3 CONFLIANCE WITH LAWS. BUYER Shall promptly comply with all laws, croinances, 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 authorities applicable to the use or occupancy of the property. In this compliance, duyer shall promptly make all required repairs, alterations, and additions. Europerty is not 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

PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other jeopardized.

Vol/1187_ Page 2540 SECTION 1. PURCHASE PRICE; PAYMENT

4.1 property.

3.1 PROPERTY DAMAGE INSURANCE. BUYER shall get and keep policies of the insurance with statioard 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 endorsements required by Seller) on an actual cash value basis covering an improvements on the propenty. Such insurance shall be in an a 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 of loss, buyer shall give immediate notice to belier. 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 within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within fifteen (15) days of the loss. If buyer fails to be so within the loss of the loss of the loss of 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 3.2 AFFLICATION OF FROCEEDS. All proceeds of any insurance on the property shall be held by Seller. It 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 repair or replace the damaged or destroyed portion of the property in a manner satisfactory to setter. Upon satisfactory proof of restoration, setter shall keep a sufficient amount of the 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 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, if buyer chooses not to restore the property, belief 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 proceeds to pay an amounts due under this Contract, and shan pay the balance of the institution proceeds to buyer. Any proceeds which have not been part our when have due and then the principal 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 SECTION 4. EMINENT DOMAIN 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 Instruction shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property mouces are shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercial Code and shall execute any necessary financing statements in the form required by the Uniform Commercing statements in th SECTION 5. SECURITY AGREEMENT cescription of the property. upon request of Seller, buyer shall execute any necessary linancing statements in the form required by the Uniform Continental Ucoa and shall file the statements at Buyer's expense. Without further authorization from Buyer, Seller may at any lime file copies of the Contract as financing statements. Upon default file the statements at Buyer's expense. Without further authorization from Buyer. Indule statements at payer's expense, miniour miniour automation non payer, senar may at any time the copies of the contract as intercomy statements, open center 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: SECTION 6. DEFAULT

- 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-payment 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 6.1 (a)
 - receiving Notice of Default from Seller. Such Notice shall specify the nature of the default.
 - (b)

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CONTRACT NO. ε.

Page 2 of 5



REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: 2323 Y34EOTTA DAA ET C. 2 (a) non Declare the entire balance due on the Contract, including interest, immediately due and payable; A second s second se second s second se

- Exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code. Seller may exercise these rights and remedies with (C) (d)
- 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
- 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 (e) 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 (f)
- 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 appointed may serve without bond. Employment by Seller shall not (a)
- disqualify 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 judgement are properties to be the provement in an extension of the Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation,
 - (ii)
- Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow and management;
 - 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 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
- 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 Operate and manage the property and conect the mounte norm the property. In the event of details and at any time interation, densitient 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 (h) 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 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 for which the payments are made, whether or not any proper grounds for the demand existed. Seller shall apply the Income first to the expenses of renting or
- collection and the balance (if any) to payment of sums due from Buyer to Seller 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

6.3 remedies.

6.2

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

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 O NOT ALON OF THE PROPERTY DESCRIPTION OF THE TRANSPORT OF THE PROPERTY OF THE PROP Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, loss, or liability ansing 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 of the property; buyer a conduct with respect to the property, or any contourn or the property. In the event or any regardlot of proceeding or ought against cone are energy 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 détend such actions or proceedings through legal counsal reasonably satisfactory to Seller, art. to Inercentes elegance สง และอยู่การขณะอาการอาการอาการบรรมของ อาการบรรมของ อาการบรรมของ อาการบรรมของ อาการของ อาการของ อาการของ อาการ สายการอากุร รรณะบรรณฑารอาการอาการบรรมของ อาการบรรมของการอาการบรรมของ อาการของ อาการของ อาการของ อาการของ อาการ anna da basar actaria s summer and another i

SECTION 10. SUCCESSOR INTERESTS

COGThis 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

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 As a contract in the such consent, sener 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 for in Section 1, 1.3, in this contract, any altempted assignment in exaction of the provision shall be violated on the end of the section as any time obligated for the performance of the terms of this 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 and consent to any and an extensions and mounications of this contract granted by sener. Any other person at any time congated 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 person at any time colligated under this Contract

person at any time obligated under this Contract.-

Milton L. Baker

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.

Garot & Loustanone

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, Any nouce uncer and contract and to in whiting and and to enecute which actually control or in poston or ten (19) days and composited in the 0.5. I 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.

C08550

CONTRACT NO.

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limited to the following costs:		
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whether incurred in a suit or action, in an appeal from a judgement or decree therein, or in connection with nonjudicial action.	teres.	
whether incurred in a suit or action, in an appear provin a judge internet of below on the section of the best section of the	dine. Na second	_
SECTION 14. SURVIVAL OF COVENANTS to provide a constraint of believe and state and the sector of the purchase price, shall survive the close Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price, shall survive the close Any covenants, the full performance of which is not required prior to the close with their terms.	ing and the final pa	ayment
Any covenants, the full performance of which is not required prior to the closing or final payment or the purchase price, shall survive the co- of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms.	int.	
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Section 15. GOVERNING LAW; SEVERABILITY, and the sequel to the section of the section of the section of the Contract condicts with an	olicoble law such	conflict
the overthe of Oregon in the event that any provision of clause of this contract contract of the operation	picable ian, see	
This Contract shall be governed by the laws of the State of Oregon. In the event data day produced by the data of state of oregon, and the state of state of oregon, and the state of state of the state		
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 co	ndition,
Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any provements are expressly set for	th in this Contract of	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 AS IS. Present condition includes latent defects, without any representations or warranties, expres 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. Send Tuppetsuser or in the consistence of the property Buyer agrees that Seller has made no representations with respect to such laws or ordinances. Send Tuppetsuser or in the consistence of the property are some or the term and the property of t

Face to onlive all twick, revenues income (assues) and prolits (the income ') tramitist property, whether and new or taker. Furthe detail, Buver may constent intractions in property and collect the income from the property. In the event of demails and or any une nervator, Seller hay revere Surve a reprise provide the income near the tridgenty. Seller may solled the receine effect through through the income solver and reaction and require and the provident to a sell of a content of the provident o an selfer and the provide in the least of the source of the source is a solution by the source and the source of the source source source is a source to the source of the the state of the s en uses and a new and a new management or legants apolice users to Setter in response to Setter's descent and the construction for whethere re entrare race worth a or net any proper grounds for the demand existion Select shell apply the facena first to the recorded of renting or

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SEVIAN DE LICHDEL

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Page 4 of 5

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.

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the 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 en alette ver andere diel al ter trott toa representatives relating to the property.

to be IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above in the end of an anti-participation of the second of Seller. One can by Seller to one transfer shee not cone ture upment to other "Asthing

BUYER(S): it this Constraint and the date of the transformed way structure or the ten rate tank upper date Horizon a servicine in working while maximum where we want and white measury or even the conduction method the ended in a first well with a service of the s

Milton L. Baker

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Carol A. Lousignont

any renew when the Section and shall be eligible when anticky differences in person or ten (10) mays and the op accedent to U.S. mail. perses preved and eduare in the address stated in the Constact or such other address as either perty may dongress to weathe noted to the other



2544 155 Lebruary 10. 19 10 per int ton L. Baked + Carol Q. Lourigront STATE OF OREGON amath L County of Personally appeared the above named W and acknowledged the foregoing Contract to be His (their) voluntary act and deed. Notary Public For Oregon Before me: _____ 21 My Commission Expires: **c=** 🦸 SELLER: 2.1 30 52 Director of Veterans' Affairs 1990 C 5 \$ 30 OR CON Fred Blanchfield Con Con Contraction Manager, Loan Servicing/Loan Processing By._ ,1<u>9</u> 87 February 4 Personally appeared the above named <u>FIEU DIAUCIFIEID</u> and, being first duly swom, did say that he (\$19)(is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by authority of its Director. STATE OF OREGON INER KINUbani Notary Public For Oregon authority of its Director. Before me: -My Commission Expires: /-/-90 million LRKH 0 CONTRACT OF SALE 2 blip FOR COUNTY RECORDING INFORMATION ONLY 7.73.6 Department of Veterans' Affairs 155 NE Revere Avenue AFTER RECORDING, RETURN TO: Page 5 of 5 Bend OR 97701 C08550 CONTRACT NO.

BAKER, Milton L. LOUSIGNONT, Carol A.



Encumbrances:

1. District.

Rules, regulations and assessments of South Suburban Sanitary Reservations and restrictions contained on the plat and shown 2. Z. Keservations and restrictions contained on the Plat and Shown in the dedication of Tract No. 1087, First Addition to Banyon Park, In the dedication of Tract No. 108/, First Addition to Banyon Far as follows: "...hereby dedicate, donate and convey to the public, for public use forever the streets as shown on the approved plat for public use forever, the streets as shown on the annexed plat, Said plat being subject to: (1) a 25-foot building set back on the Salu plat being subject to: (1) a 25-100t building set back on the front of all lots and a 20-foot building set back line along side street LIGHT OF ALL LOTS and a 40-100t Duriding Set Dack time along Side lines (2) Easements as shown on the annexed map for constructions and maintenance of public utilities and invigation said operations and maintenance of public utilities and irrigation, said easements and maintenance of Public utilities and filigation, Said easements to provide ingress and egress with any plantings or structure placed thereon by lot Officers to be at their Officers (2) additional matric to provide ingress and egress with any plantings of structure placed thereon by lot owners to be at their own risk: (3) Additional restrictions as provided in any recorded protective covenants." Declaration of Conditions and Restrictions of Banyon Park 5. Declaration of Conditions and Restrictions of Danyon Faik Subdivison, First Addition, recorded December 23, 1974, in Volume M74 page 16182, Deed records of Klamath County, Oregon. Reservations and restrictions contained in deed from Washington-T. Reservations and restrictions contained in deed from washington Oregon Investment Company, a corporation, to Edgar L. Turner and Mary Turner, buchand and wife dated October 23, 1948, recorded October 28. Turner, husband and wife, dated October 23, 1948, recorded October 28, 1948, in Volume 226 page 101. Deed records of Klamath County Oregon 1948, in Volume 226 page 191, Deed records of Klamath County, Oregon, as follows: "subject to irrigation rights for ditches to convey as follows: "Subject to iffigation fights for ditches to convey water for irrigation purposes for the benefit of adjoining property owners on the West side of the above described property."

ADDENDUM TO CONTRACT OF SALE

STA	TE OF OREGO	N: COUNTY OF KLA			
Filed of	for record at	request of uary A.D., 198	MATH: SS.		
		of A.D., 19 8	7_at10:41		
FEE	\$25.00		Deeds	lock <u>A</u> M., and duly recorded on Page <u>2540</u>	18th day
				Evelyn Biehn, County C	
				By Biehn, County C	An A