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<u>Vol M& Page</u> 17020 AGREEMENT Dated_September 11 198 <u>en William W. Stuart</u> <u>9 differindiffer collectical dive. Eugene,</u> <u>97401</u> (Seller's place of business) pringifier sometimes colled the debtor, hereby gurchases from the above no Cuated on a certain parcel of real proper pribed as follows:
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and such default continues for a period of 10 days or longer, seller shall be
and such default continues for a period of 10 days or longer, seller shall be reasonable attorney's fees. To secure buyer's performance hereof buyer gr
buyer is a corporation, it was organized under the laws of the State of
, its principal office and place of business is loca
Oregon is located at the place shown at the beginning of this agreement. the collateral is or is to become attached to real estate, a description of
Lot 42. Crescent Lake Unit
(2) And the second sec second second sec
Horsen C. C. Carlos and C.
County, Oregon, and buyer will an demand furnish
disclaimers or subordination agreements in form acceptable to the seller, sign ons whose interests are or may be prior to the seller's interest.
heir use of the premises and the improvements the overning the premises, and any changes in such
acknowledges that he has relinquished all of his
ial use permit dated May 1, 1970 on Lot 42, Tract llment of this Purchase Money Security Agreement 1
of the covenants, provisions and terms of this
1.00 relinquish unto Seller all of the Buyers righ Track SH-1, Crescent Lake Recreation Unit unto
pt. of Agriculture. Forest Service Division and
of merchantability, express or implied, and none of
reverse hereef, the same being incorporated herein t
date first above mentioned.
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action & Harsen
(Signature of Buyer) form not suitable for use in relail installment sales. The following Stevens Ness for conford new participation. No. 1306 Materia Viet.
form not suitable for use in relati installment sales. The following Stevener, Ness for the contracts are availables: No. 1224 Motor Vehicles, No. 1235 Consumer Goo 1227 Consumer Goods (short form); No. 1210 Goods, and Servicts Furchased a Improvement; No. 1211 Services Purchased for Personal Servicts Furchased ultural Purposes.

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"B required disclosures, for this purpose, we stevents Meas efter MUST comphy with the Truth-in-Londing Art by mak Be intrated to the section

(Continued from Front Page \$3) sign any and all forms necessary in order to effectuate such transfer.

Section 4. The parties hereto agree: A1- Title to the collateral is retained by seller and shall not pass to buyer until all sums herein agreed to be paid shall have been paid in cash; any equipment, repairs and accessories placed upon or attached to said collateral shall become a comparison part hereas are not attached or attached and title thereto shall be writed in seller forthwith thereof as soon as installed or attached and title thereto shall be vested in seller forthwith

thereot as soon as installed or allocned and the interior shall be verice in selfer and and included under the terms of this contract. 4.2 Bayer acknowledges receipt and delivery of said collateral in good condition and accepts the same as is, buyer agrees to permit selfer to examine said collateral in any time,

to maintain the same in good condition and repair; to hause and protect the same against to maintain the same in good condition and repair; to house and protect the same against the elements; not to permit the same to become subject to allachment, execution or other; process; not to create or permit to be created any lien, security interest or adverse claim of any character against the same and not to sell, transfer or assign his right, title or interest and character against the same and not to sell, transfer or assign his right, title or interest and character against the same and not to sell, transfer or assign his right, title or interest and the same and the same and not to sell, transfer or assign his right. any character against the same and not to sen, manater or assign the signt, the or interest in said collateral or this contract without the written contant of seller; to pay all taxes and sessments of every character levied or assessed against said collateral, this contract and

indebtedness represented hereby 4.3 If any motor vehicles are included in the above described collateral, the seller s security interest is to be noted on each certificate of tille and each of said certificates shall the indebte

Then be deposited with and kept by the seller. 4.4. Any sums poyoble by buyer under the terms hereof which are not poid by him but are paid by seller shall, bear interest of the highest lawful rate unit repaid and said sums the barrier her the data to the unit of the highest data and and a seller shall be the

use such by senier anon-been interest of the ingreat towart rate only report and said sums with interest shall be added to the unpaid balance of said price and be secured by this contract. 4.5 At all times said collateral is at buyer's risk; should said collateral suffer any loss, damage or injury, buyer agrees notwithstanding to purchase and pay for the same in full, according to the terms hereof. 4.4 Environment at all times to keep enid collateral injurad gapingt has by fire

4.6 Buyer agrees at all times to keep said collateral insured against loss by fire,

a.a. ouver agrees at all times to keep said collateral insured against loss by fire, their and other hozards as required by the seller, with loss payable to the parties hereto as their respective interests may appear; all insurance policies shall be deposited with and held by the soller; buyer hereby authorizes seller on buyer's behalf to accept payment of any return or uncorned premium and for any loss sustained, to endorse in buyer's na deposit in his own name and receive the proceeds of any check or draft made payable to aeposit in nis own name and receive the proceeds of any check or draft made payable to buyer in connection with any such insurance; if any insurance callected by seller exceeds the then unpaid balance of this contract, the excess shall be paid forthwith to the buyer. 4.7 Buyer agrees that seller's acceptance of part or late payments shall not constitute or be construed as a waiver of time as the essence of this contract or of any subsequent

surs or buyer nersunger. 4.8 Notices to buyer relative to this contract shall be deemed delivered if mailed to defaults of buyer heraunder.

boyer's address tirst opparties the deemed a reasonable notice.	this contract and if buyer shall default in his perform. carried for not less than \$25,000.00
4.9 Time is of the essence of	this contract and if byer shall detaur in 125,000.00 carried for not less than \$25,000.00

appellate court.

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nce of any of the terms or conditions hereaf, or in the payment, when due, of any sum herein required to be paid, or it seller with reasonable cause deems the co norm required to de poid, or it sener-with reasonable cause deems the conderor in danger of lass, misus or conflicction or deems himself insecure, seller, as the secured donger of loss, misuse or consiscation or deems nimsely inserver, server, as the secure party in this transaction, shall have and may exercise each and all of the remedies granted to him by the Uniform Commercial Code of Oregon and, or his option, may declare all the transaction securit impediately due and provable and may travit the buyer of to him by the Unitorm Commercial Code of Oregon and, at his option, may declare all sums then remaining unpaid immediately due and payable and may require the buyer, as the dobtor herein, to assemble the collateral and make same available to the secured MCRA-Difference. the debtor herein, to assemble the collateral and make same available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties: Should the holder hereal reposses any of said collateral and should buyer claim that any property not included in this contract was contained in an attached to said collateral, he shall so notify the holder hereaf by registered mail within 24 hours after repossession is taken; buyer's foilure so to do shall be a waiver of and bar to any subse-repostering thereford. In the event suit or action is instituted to collect any sum or sums of and the dam thereford on to repleve indicateral, hours once to now in addition to the quent claim theretor. In the event suit or action is instituted to collect any sum or sums of money due heraunder or to replevy soid collateral, buyer agrees to pay, in addition to the stationy costs and disbursement, [1] plaintif's reasonable attorney's fees to be fixed by the trial court and (2) on appeal, it any, similar fees in the appellate court to be fixed by the predict court

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the appendite court. 4.10 The buyer, who is the debtor herein, agrees to join with the seller, who is the secured party herein; in executing, filing and doing whatever may be necessary under applicable law to perfect and continue the seller's interest in said collateral, all at buyer's approximations and continue the seller's interest in said collateral, all at buyer's approximations and continue the seller's interest in said collateral, all at buyer's approximations and continue the seller's interest in said collateral. the appellate court.

expense. 4.11 In construing this contract, the singular includes the plural; the masculine in-cludes the feminine and the neuter; the buyer is the debtor and the seller is the secured party within the meaning of Oregon's Uniform Commercial Code and, the buyer is the party within the meaning of Oregon's Uniform Commercial code and, the buyer is the purpose and the seller is the conditor within the meaning of the Truth indending Act and mer and the seller is the creditor within the meaning of the Truth-in-Lending Act and

 π as the seller may transfer his interest in IT-IS FURTHER UNDERSTOOD AND AGREED that seller may transfer his interest in

IT IS FURTHER UNDERSTOOD AND AGREED that seller may transfer his interest in this contract, in said collateral and the unpaid balance hereof at any time, in which even "all of the terms herein set forth for seller's benefit shall inure to the benefit of seller's saignee and that generally each right herein given to the seller shall accrue to and may be exercised by seller's assignee hereof. If seller assigns the contract, seller shall not his assignee's agent for the collection of any of the intollments of soid purchase price or his assignee. In the event of any such assignment, the buver will not assert as a for any other purpose. In the event of any such assignment, the buyer will not as tor any other purpose. In the event or any such assignment, the Duyer will not assert as a defense, counter-claim, set-off or otherwise, any claim, known or unknown, which the buyer now has or claims against the seller.

A carbon impression of any signature on any copy of this contract shall be deemed.

All the terms and conditions herein contained shall apply and inure to and bind the for all purposes, an original signature. heirs, executors, administrators, successors and assigns of the respective parties hereto, subject, however, to the above restriction against assignment hereof by the buyer.

SELLER'S ASSIGNMENT of policy of the second of the second second second second second second second second policy

WITHOUT RECOURSE This assignment is made WITHOUT RECOURSE, except as to the following warranties to with that if The undersigned seller unconditionally GUARANTEES the prompt he said contract is a bona fide one, that said buyer was of legal age and entirely competent of payment, when due, of all amounts to become due by the terms when he executed the same, that the property sold is accurately described therein; that said property has been delivered into buyer's possession; that the amount store seller and property sold contract or under this guaranty merchandise received on the purchase price of said property was actually paid in cash and/or by: as fixed by said contract or under this guaranty enforcing any right under state of not more than its then cash value; that buyer has no and hereby consents that extensions of the time of payment may and hereby consents that extensions of the time of payment may complete title to sold property subject only to buyer's rights complete inter to said property subject only to ouver a right upon soid contract of the time of its execution is correctly counterclaims or set-offs against the same, that there we made to said buyer not contained in soid contract. Should folse, then seller agrees to purchase on demand from sold, of the then unpoid bolance on sold contract. Should suit above warranties, seller a, ees to pay (1) assignee's reas the trial court and (2) on appeal, if any, similar fees in t

buyer was on eggin described therein, that say sold is accurately described therein, that say sion; that the amount stated in sold contract to sion; that the amount stated in sold contract to do property, was actually paid in cash and/or by its then cash value; that seller has the full and its then cash value; that seller has the full and	reasonable attorney's tess both in control in collecting or as fixed by said courts respectively), incurred in collecting or attempting to collect the moneys to become due thereon and in attempting to collect the moneys to become due this guaranty enforcing any right under said contract or under this guaranty and hereby consents that extensions of the time of payment may and hereby consents that extensions of the time of payment may there pay the the buyer, either before or after maturity and that
buyer's rights hereunder; that the univer has no is correctly stated therein; that buyer has no there were no representations or warranties be	and hereby contacting either before or after induction without be granted to the buyer, either before or any other particular without the sold contract may be changed in any other particular without the sold contract in any manner releasing the undersigned from
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Should sufficient and the strength of the strength of the signed by the signed by the silor fees in the appellate court to be fixed by the	Seller
Seller	By Ptuant
(Sign under applicable provision and cost	He other one.) ales 6: William W. Stuart ales 6: William Cathleen E. Larson B. Lorry L. + Cathleen D. Briedge Dr.
Willy, State of Orgoon, and de	Budge 07739

Seller, ord page sells in the barre for an adverse decided good. ATT HIPTOVERGATES CITY Situated in Klamath County, 5

lot 42, cresc

By -

Let: M. William W. Atuan 97 W. 16 th Amenue Eugene, Oreg 9740/ 15 house Obi 01100

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STATE OF OREGON: COUNTY OF KLAMATH: ss. the the	18th day
STATE OF OREGON. Comparison of <u>William W. Stuart</u> Internet Study for record at request of <u>William W. Stuart</u> 0'clock <u>P</u> _M., and duly recorded in	Vol
Filed for record at request of <u>William W. Stuart</u> Filed for record at request of <u>A.D., 19 87 at 12:47</u> o'clock <u>P</u> M., and duly recorded in contember <u>A.D., 19 87 at 12:47</u> o'clock <u>P</u> M.	1 _1
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