CONTRACT OF SALE

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BETWEEN: "The State of Oregon by and through the diagram to the continued tension processing the Director of Veterans' Affairs Sollowen demand my udditional anneuts which may be

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op the informations by Administrative Rule pursuant to the propositions of OHR 497 375 (4):

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person of Control of the control of the control of the Control of the Control of any time without panalty. On the terms and conditions set forth below. Seller agrees to sell and Buyer agrees to buy the following described real Best Profes areas some of the contract of the

The W 1/2 of Lot 5. in Block 3 of First Addition to Antelope Meadows, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon:

POSSESSION. Buper that the contract in passion of the property from and affect the date of this Contract. It is understood, and agreed, fromeway, that Boyer wide parties again to one make why at the speach parter to respect the property. Buyer chall not permit the premises to be vacent for more than there

SECNITEMANDE. Sugar photocop of but dings other unpresentants, and landspaper have busened or which shall be printed on the property in good condition s, cy a crosseuro (65) and regar. Super stack a committee of the engreenents, as units any substants in provincents or alternions without the past written consent of Settar Except for exercise see that the cutter of the cutter of any trees, not removal of any sand and graval, without proceed on the contract of any sand and graval, without proceed to some

COMPLIANT A COMPLIANT RESERVES CONTROL OF PRESENTING AND ARRAS CONTROL OF STREET AND ASSESSED TO A CONTROL OF action see applicable to me. Subject only to the following encumbrances: and problem genessors for party of the following encumbrances:

1. Right of Way Easement for Electric Line, given by Jerry Flower to Midstate Electric Cooperative, Inc., adated March 13, 21981, recorded April 30, 1981, in Volume M081 on boys o'Page 7680; "Deed Records of Klamath County" Oregon of the adda your steament endeaded being as leaded being selected and selected and the selected and t escentula required by fallouses an a must can

Rethe event of loss, Burers of the present mediate to help a to Cener. Selve pray make proof of loss ill Buyor talls to did so will but fill pen (15) days of the loss. If Buyer fails to keep. Insurance in tarce. Some may not an accome, and accome cost to the helping due on the Contract. The view ance cost shall be payable to Seller on demand.

APPLICATION OF TRACECORE Wile Contact of the Missilfor property shall be necessful build by Selber II Buyer charces to resident the property. Buyer shall repair or reclined the districted or country to Service the transfer caustacropy to Seller, Upon satisfactory proof of restoration. Soller shall pay or relimbures Buyer than the insurance proceeds to the rest of the contract of restoration. If Boyer chipotes and to restore the property. Soller shall keep a sufficient amount of the proceeds to pay at amounts the protect to the control pay the balance of the insurance proposeds to Buyer. Any proceeds which have not been paid out which 180 days after their recent. and which buyer has not commend to the repair or reasonation of the property, shall be used to hay first accrued interest and then the principal balance due on the Continut.

SECTION 4. EMINENT COMAIN

dia conformary career at or any normal of the property. Buyar and Safor shall shaw in the condemnation progress in propertion to the values of their windows the season of the contract of the contract of the contract of the property of the property of the property.

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Until a change is requested, all tax statements shall be sent tox Department of Veterans' Affairs

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Oregon Veterans' Building

SECTION 6. DEPARTE

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more cores substants above annues (3) notices colleger contentes non-payment of late payment under this Contract Source of Buyer to continue and other outgation of this Contract in addition to payment. Suyer must perfect excited and other thinly (30) days, after

the colory with a of Sulp in from Seller. Such Works shall appeally mainlefeed of the certault

Page 1 of 5

SECTION 1. PURCHASE PRICE; PAYMENT TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$20,301.00-CONTRACT OF SALE PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: Seller acknowledges receipt of the sum of \$ None from Buyer, as down payment on the purchase price. Buyer shall make improvements to the property in accordance with the Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreedupon 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 19 87 The initial payments shall be \$ 273.00 and Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due. Buyer also shall pay to Seller on demand any additional amounts which may be 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 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 subtracted from the the payment of taxes and assessments will not be held in reserve by Seller. When buyer pays Seller for taxes and assessments will not be held in reserve by Seller, when buyer pays Seller for taxes and assessments are assessments. (year) 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 14 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 \_\_\_percent per annum.

- PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without penalty.
- 1.6 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. unless Seller gives written notice to Buyer to make payments at some other place.
- 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 title, except for those liens and 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.

## SECTION 2. POSSESSION: MAINTENANCE

- 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 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 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 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 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

- Right of May Edwards for Flactric Line, given by Jerry Flower to Middle Sonanush E Mortos 23.1.1.3 PROPERTY DAMAGE INSURÂNCE. 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 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.
- 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 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

## SECTION 4. EMINENT DOMAIN

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 respective interests in the property. Sale of the property in lieu of condemnation shall be treated as a taking of the property.

### SECTION 5. SECURITY AGREEMENT

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 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, Buyer shall, within three (3) days of receipt of written demand from Seller, assemble the personal property and make it available to Seller.

Oredon Veterans' Bolding

### SECTION 6. DEFAULT

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

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- REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: .662 nemeutes un vernuet. In the event of a ceraunt, sense may take any one of more of the contract, and additional interest, immediately due and payable;

  - Poreclose this Contract by suit in equity, permant green associates immediate
  - Specifically enforce the terms of this Contract by suit in equity:
  - Specifically entorce the terms or 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
  - respect to any part of the property which constitutes personal property in which Selier 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 (e) ſħ
  - 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 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 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 Contract snall cease without further act by seller. Seller snall then be entitled to immediate possession of the property up to the time of default. (a)
  - 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 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 the property exceeds the amount of the calance due on the Contract. Any receiver appointed may serve without pond. Employing 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 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:

      Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as receiver daems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums 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 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.

    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 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 collect the income from the property. In the event of default and at any time hereafter, Seller 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 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 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 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 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 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
- 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. 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 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 Pailure or either party at any time to require performance of any provision of this contract shall not limit the party's right breach of any provision of this Contract, the waiver applies only to that specific breach, it does not apply to the provision itself. SECTION 9.4INDEMNIFICATION ONOTATION OF THE RESTRICT OF THE PROPERTY OF THE PR

Buyer shall to ever defend, indemnity, and hold Seller harmless from any dalm, loss or liability arising out of or in any way connected with Buyer's possession or use Buyer shall forever detend, 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 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

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 involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not 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 otherwise transferred, voluntarity or involuntarity, 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 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 necessary to retire the obligation within the time provided of the contract of the cont 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 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 and the performance of the terms of this contract granted by Seller. Any other person at any time obligated for the performance of the terms of this contract granted by Seller. Any other person at any time obligated for the performance of the terms of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of the sellent granted by Seller. Any other person at 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 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 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 n any interest of the buyer under this conduct is assigned, subcontracted, or otherwise transferred, a res to cover administrative Rule 274-20-440.

Any notice under this Contract shall be in writing and shall be effective when actually delivered in person or ten (10) days after being dep sited in the U.S. mail. Any notice under this Contract shall be in writing and shall be effective when actually delivered in person or ten (10) days after being dep sized 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.

# SECTION STORY FEES

Events may occur that would cause Saller or Buyer to take some action, judicial or otherwise, to enforce or interpret terms of this Contract. Should such actions be Events may occur that would cause Seller or Buyer to take some action, judicial or otherwise, to enterce or interpret terms of this Contract. Should such action action action. Such expenses shall include, but are not mbw security case single easity extremes year tested second tested. Cost of searching records, Cost of surveyors reports.

Cost of foreclosure reports, a 2 or Jestital venuese e can per Cost of surveyors reports.

whether incurred in a suit or action, in an appeal from a judgement or decree therein, or in connection with nonjudicial action. SECTION 14. SURVIVAL OF COVENANTS

Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price, shall survive the closing and the final payment Any covenants, the run performance of which is not required prior to the crossing of final payment of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms. SECTION 15. GOVERNING LAW; SEVERABILITY, vota before que severed vita control

ON 15. GOVERNING LAW: SEVERABILITY.

This Contract shall be governed by the laws of the State of Oregon. In the event that any provision or clause of this Contract conflicts with applicable law, such conflict shall not affect any other provision and, to this end, the provisions of this Contract are severable. 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 condition, Buyer accepts the land, buildings, improvements, and all other aspects or the property, and any personal property sold under this Contract, in their present condition.

AS IS. Present condition includes latent defects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this Contract or are in AS IS. Present condition includes latent detects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this contract 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 writing signed by Seller, Buyer agrees that Buyer has ascertained, from sources other man Seller, the applicable zoning, building, housing, and other regulatory ordinances 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 Sade to react the diagnostic on include entire and increasing the least of the particle and the control of the same of the same and the same of the sa no tokny na postela kiya biwazina janoba kwy madat si tahona ani judi poniespa sa pavostog se sa si si si si s Tata tao

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE THIS INSTRUMENT WILL NOT ALLOW USE OF THE PHOPERTY 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.

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the property. The document This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the property. The occurrent supersedes and replaces all prior or existing written and oral agreements (including any sale of earnest money agreement) between the parties of their

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above constitution produced to the product of the second product to the second to the content to other constitution of Seller Consent by Seller to one transfer shall not constitute consent to other constitution of Seller Consent by Seller to one transfer shall not constitute on their consent to other sec are courted rate under this Contract from the uses of the mansfer. Any location in the interest that ಿಂದ .೦: ೫೦<del>ಗ</del>ರಿಕರ

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