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		CONTRACT OF SALE	GONDALE RATES AND STREET
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On the terms and co	onditions set forth below,	Seller agrees to sell and Buyer agrees	Anna an an Anna an Anna Anna Anna Anna 1811 - Anna Anna Anna Anna Anna Anna Anna
property (the prop	erty J:		s to buy the following described real
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SECTION 1. PURCHASE PRIC	E; PAYRIENT	같은 것은 것을 알려요. 같은 것은 것을 같은 것을 같은 것을 같이 없습니다. 같은 것은 것은 것을 같은 것을 같은 것을 같이 없습니다.	에는 것을 가지 않았어요. 이번째 등 성상 가지 않는		
		to pay Seller the sum	ors 28,900.00	, as the to	tal purchase price for the
1.2 PAYMENT OF T	OTAL PURCHASE PRICE. T	The total purchase price	shall be paid as follows:		Price Price Internal
Seller acknowledges red	eipt of the sum of \$	None		ment on the purchase price.	
the contract balance.			erty Improvement Agreement, I of the improvements will not be	Form 590-M, signed this date. e subtracted from the purchas	Completion of the agreed-
The balance due o	n the Contract of \$	28,900.00	shall be paid	in payments beginning	
IM	av	116. († 1865) - 9 3.	CONSTRACTOR CONTRACTOR		and the second
	tos or assessments.			any addition	al amounts which may he
The total monthly payme the payment of taxes and asses	nts on this Contract shall cha	nge if the interest rate c	hanges or if the taxes and asse	SSMents change. The man	

the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments, that amount will be added to the balance due on the Contract. reld in reserve by Seller. When Buyer pays Seller for taxes and assessments, that payment will be subtracted from the

(month, day) 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 1.4

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.

1.5

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. 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 title, except for those liens and encumbrances referred to on page one of this Contract and those placed upon the property or 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 21 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 22 and repair. Buyer shall not permit any was te 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

SECTION 3. INSURANCE

PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other 3.1 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 masonable 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 Sellar 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 condomnation 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.

6.1

验过的现在分词 化合同分子 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 porform 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. C-20374

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REMEDIES ON D					
REMEDIES ON D (a) Declare th	e entire balanc	e event of a da e due on the C	ault, Seller	may take a	ny one or n

Foreclose this Contract by suit in equity;

- any one or more of the following steps: e due on the Contract, including interest/immediately due and payable; Specifically or force the terms of this Contract by suit in equity;
- (e)
- 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.
- 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 Declare this Contract to be vold thirty (30) or more days after seller gives written notice to buyer or seller's internion to up so, unless the performance the 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 by Coller Sollershall then be onliked to immediate personal of the property. All navments previously made Contract shall chase without further act by Seller. Seller shall then be entitled to immediate possession of the property. All payments previously made to Seller by Buyar 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 of th 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 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; (ii)
 - Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation, (iii)
 - Complete intry construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow funds, amploy 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 dealines produced by the property are mounicient to pay expenses, the receiver may borrow, non-sener or otherwise, such such as receiver dealine necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by the Contract Associate to the purpose stated in this paragraph. Repayment of such sums shall be secured by the contract Associate to the purpose stated in this paragraph. Repayment of such sums shall be secured by the contract Associate to the purpose stated in this paragraph. Repayment of such sums shall be secured by the contract Associate to the purpose stated in the paragraph. Repayment of such sums shall be secured by the contract Associate to the purpose stated in the paragraph. The purpose state of the purpose state of the purpose stated in the paragraph. Repayment of such sums shall be secured by the purpose state of the purpose stated in the purpose stated in the paragraph. Repayment of such sums shall be secured by the purpose state of the purpose stated in the purpose stated in the paragraph. Repayment of such sums shall be secured by the purpose state of the purpose stated in the purpose stated in this paragraph. Repayment of such sums shall be secured by the purpose state of the purpose stated in the purpose stated in the purpose state of the purpose state of
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- 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 advanced to the provide the contract interest at the same rate as the balance on this Contract. Interest shall be advanced to the contract interest at the same rate as the balance of the contract. 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 rests, favenues, income, issues, and profits (the "Income") from the property, whether due now or later. Prior to default, Buyer may Bound of the formed, income, issues, and prome the income (income) non-me property, whether due now or idler. Frior to default, buyer may operate and managi, the property and collect the income from the property. In the event of default and at any time hereafter. Selfer may revoke a section of the income from the property. Selfer may selfect the income either through its formed at any time hereafter. Selfer may revoke a section of the income from the property collect the income either through its formed at any time hereafter. Selfer may revoke a section of the income from the property collect the income either through its formed at any time hereafter. Selfer may revoke a section of the income from the property collect the income either through its formed at any time hereafter. 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 than the property is the leader the income either through itself or a receiver. Seller may notify any tenant or other than the property is the leader the property is the leader the property. other user to make payments of rents or use feas directly to Seller. If the income is collected by Seller, then Buyer irrevocably designates Seller as Directs offermating first and shop Seller approximation to and any sent of the shoets is Directs and Seller as Sell
- 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 centrics from Buyer's name. Buyer also gives Seller permission to negotiate the second sector such centrics from Buyer's name. Buyer's name also gives all or fee the second sector such sector second sector se and collect such rents or faes. Payments by tenants or other users to Seller in response to Seller's demand shall satisfy the obligation for which the and concert such relation rates, may ments by remains or other users to Senier in response to Senier's demand strain sensity the doingation for which use 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 domand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller shall not constitute a waiver of the default or any other right or remedy which Seller 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 wa'ver applies only to that specific breach. It does not apply to the provision itself.

LUCT AND REMOVED REPORT OF THE PROPERTY

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 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 aspect 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 aspect 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 aspect 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 seller and arising and the property of th or the property; Buyer's conduct with respect to the property, or any condition or the property. In the event or any litigation or proceeding brought against Seller and ansing 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 lengt counsel reasonably satisfactory to Seller.

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 Inis 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 or waiver of this section.

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 of shell paties the Seller to increase monthly patients. Monthly payments may be increased to the amount pages any to ratire the obligation within the time provided 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 paynients. 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 uselonment in violation of this provision shall be void and of no effect with respect to Seller. Buy attempted uselonment in violation of this provision shall be void and of no effect with respect to Seller. Buy attempted uselonment in violation of this provision shall be void and of no effect with respect to Seller. 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 issignment in Violation of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of and concerning only and of a section at any time obligation within the time provided and of no effect with respect to Seller. Buyer hereby waives notice of the contract to be concerning on the time of the contract to be the contract of for in Section 1, 1.3, in this Contract. Any attempted its ignment in violation of this provision shall be void and of no effect with respect to Seller. Buyer nereby walves 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 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 Contract granted by Seller. Any other person at any time obligated for the performance of the terms of this contract granted by Seller. 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 waives such notice and constant. 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 fae shall be prescribed by Seller's duly adopted Oregon Administrative Rule 274-20-440.

Any notice under this contract shall be in writing this shall be effective when actually cellvered in person or ten (10) days after being deposited 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.

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,

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SECTION 13. COSTS AND ATTORNEY 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 taken, the prevailing party shall be entitled to recover from the other party all expenses reasonably incurred in taking such action. Such expenses shall include, but are extenses of the party all expenses reasonably incurred in taking such action. Such expenses shall include, but are extenses of the party all expenses reasonably incurred in taking such action. · Cost of title reports, · Cost of surveyors' reports, Cost of foreclosure 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 of the purchase price. Such covent hts shall be fully enforceable thereafter in accordance with their terms. 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, build ngs, 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, iniprovements, and all other aspects of the property, and any personal property sold under this contract, in their present conductor, 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 conductor includes latent denotes, without any representations of warrantes, expressed or implied, unless they are expressly set for infinitions contract or are in writing signed by Sellar. Buyer agrees that Buyer has ascertained, from sources other than 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 NONE Section 2. NONE A Anna A Anna An 사가 있었는 것과 이가가 가지 가지 않는 것이다. 전자에 이 것을 통하여 등 것이 가지 가지 않는 것이 가지지 않는 것이 가지 않는 것이 가지 않는 것이 가지 가지 않는 것이 가지 가지 않는 것이다. "가지 철도에 있는 것이 다니 같은 것이 같은 것이 있는 것이 물 것이 물 밖에 있는 것이 있는 것이 것이 것이 같은 것이 같은 것이 가지 않는 것이 가지 않는 것이 가지 가지 않는 것이 것이 있는 것 "이가 철도에 있는 것이 같은 것이 같은 것이 같은 것이 같은 것이 물 밖에 있는 것이 있는 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같이 것이 것이 것이 같은 것이 같이 and an apparent $\{a_{i},a_{$ 41630 it un et reviere Sage Serge an a tanan watuke a sarajar ्रिया १९४४ - २०४२ २०४४ - २०४४ - २०४४ - २४४ - २४४ - २४४ - २४४ २०४४ - २४४ - २४४ - २४४ The Print Balas THIS INSTRUMENT WILL NOT ALLO & USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE an a com 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 supersedes and replaces all prior or existing written and oral agreements (including any sale or earnest money screement) between the parties or their IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above written. North Contraction of BUYER(S): ાય દારા ના મુખ્યત્વે કે પ્રાપ્ય કરવાયાં છે. કે સાથે કે પ્રાપ્ય વધા પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે સાથે છે. તે પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે સાથે કે પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે પ્રાપ્ય કે પ્રા તે પ્રાપ્ય કે 101 - C (2 2 4 (4 5)-DAVID WEHR Land a find the second state of within Distribut and the state of the second CHRISTINA WEHR BUITON AFRICATORS and and the second C-20374 CONTRACT NO. Page 4 of 5

3362 March 7, 19_88) 55 STATE OF OREGON Personally appeared the above named DAVID NEHR AND CHRISTINA WEHR and acknowledged the foregoing Contract to be his (their) voluntary act and deed. Notary Public For Oregon Batore me: NOUS Me My Commission Expires: 6/16/88 SELLER: Director of Veterans' Affairs Title T_{ij} U STATE OF OR × 233 2145 authority of its Director. Before me: My Commission Expires: 12.9.90 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY day 10th STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of of _ \$25.00 FEE AETER RECORDING RETURN TO: Cepartment of Veterans Affairs Oregon Veterans Building 700 Summer St., N. E., Suite 100 Nº Salenç=ORc97310+1239 Page 5 of 5 C-20374 CONTRACT NO. bco me