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TOTAL PURCHASE PRICE. Buyer agrees to pay Seller the sum of \$-38,000.00 SOWTRACT OF SALE 1.1 property.

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PAYMENT OF TOTAL PURCHASE PF ____ from Buyer; as down payment on the purchase price. 1.2 2.050.00-

Buyer shall make improvements to the property in accordance with the Property Improvement Agreement, Form 590-M, signed this date. Completion of the agreed-Seller acknowledges receipt of the sum of \$ upon 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 - - halonoo

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ent for 302€004 each, including interest. In addition to that amount, 19 88 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

necessary for payment of the taxes or assessments. 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 Ind 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

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alance due on the Contract. When Seller pays the tax	tes or assessments, that amount will be added to the balance due on the contract June 1,	1010
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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 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).

9.0 ____ percent per annum. The initial annual interest rate shall be ____

PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without penalty.

1.6 C PLACE OF PAYMENTS. All payments to Seller shall be made to Department of Veterans. Attairs 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 or suffered by Buyer after the date of this Contract.

SECTION 2. POSSESSION; MAINTENANCE

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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 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 (30) consecutive days. and repair. Buyer shall not permit any waste or romoval 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 OFFIL JEINER TO SELQ DEDTCOET ON THE INCIDE AS AFOIDED THE PARTY STOLED TO SELECT OF TO SELECT OF THE PARTY STOLED TO SELECT OF TO SELECT OF THE PARTY STOLED TO SELECT OF TO SELEC PROPERTY DAMAGE INSURANCE. 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 balance due on the Contract.

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.

SECTION 6. DEFAULT

6.1

- 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.



7315

ADDENDUM TO CONTRACT OF SALE

LEGAL

PARCEL 1: Tract 4 and Tract 6, EXCEPTING THEREFROM the North 28 feet of Tract 6 and EXCEPTING THEREFROM the North 145 feet and the East 99.62 feet of Tract 4 in DE WITT HOME TRACTS, in the County of Klamath, feet of Tract 4 in DE WITT HOME TRACTS, in the County of Klamath, State of Oregon.

PARCEL 2: A parcel of land situate in Lot 4 of DE WITT HOME TRACTS, in the County of Klamath, STate of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 4 of said DeWitt Home Tracts; thence North 89° 49' 00" East along the North line of said Lot 4, 227.18 feet to a 5/8 inch iron pin; thence South 00° 04' 00" West parallel with the West line of said Lot 4, 145.00 feet to a West parallel with the West line of said Lot 4, 145.00 feet to the 5/8 inch iron pin; thence South 89° 49' 00" West parallel to the North line of said Lot 4, 227.18 feet to a 5/8 inch iron pin on the West line of said Lot 4; thence along said West line North 00° 04' 00" East, 145.00 feet to the point of beginning.

Tax Account No. 495057 and 495084.

C-20620 CONTRACT NO.

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Canonca dat (a)	IEMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: "	SECTION & CORTS AND ATTORNEY FEEL
ar sta op 50 (b)	a second dot, inclouding interest, immediately due and powerts	특별 사람이 가지 않는 것이 아파님이 가지 않는 것 같아요. 아파리는 것 같아.
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(d)	Specifically enforce the terms of this Contract by suit in equity:	S1805 Crassics and Light
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(e)	respect to any part of the property which constitutes personal property in which Seller has a security int Choose to impose a late charge. The charge will not exceed the third which Seller has a security into the security in the security in the security in the second security in the	terest.
	Choose to impose a late charge. The charge will not exceed five (5) cents per dollar of the payment in the of 10 days after it is due.	event Buyer fails to make several
(f)		
	Declare this Contract to be vold thirty (30) or more days after Seller gives written notice to Buyer of Seller' then due under this Contract is tendered or accomplished prior to the time stated. At the end of the thir Contract shall conserve without the tendered or accomplished prior to the time stated.	s intention to do so, unless the performance
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(g)	Appoint a receiver. Solior chall be easily as more state to	[1] 문화가 같은 사람이었다. 방송 동양이 가슴이었다. 방송가 한 것이다. 나는 나는 것이 있는 것이다.
	the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve w disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property	ithout bond. Employed the apparent value of
0-11-10-44-1-68-61-6 	disquality a person from serving as a receiver. Upon taking possession of all or any part of the property, (i) Use, operate, manage, control, and conduct biotections of all or any part of the property.	the receiver may
	 Use, operate, manage, control, and conduct business on the property and make necessa improvements that in the receiver's judgement are proper; Collected and a sector of the property and make necessa 	ry expenditures for all maintenance
	(ii) Collect all rents, revenues, income, issues, and enables	
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	(iii) Complete any construction in programs	영안 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있는 것 같이 없다.
्रमाज्य स्टाल्य हेट्र संस्टर सहस्ट	funds, employ contractors, and make any changes in plans and specifications that Seller deems a If the revenues produced by the property are instrument of the second specifications that Seller deems a	struction, receiver may pay all bills, borrow
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tarte te e	If the revenues produced by the property are insufficient to pay expenses, the receiver may borro receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Re this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as be charged from the date these times.	w, from Seller or otherwise, such sums as
(h)		
	operate and manage the property and collect the income from the property. In the event of default and Buyer's right to collect the income from the property. Seller may collect the income either through itself on other user to make payment of the line of the property. Seller may collect the income either through itself on	ue now or later. Prior to default. Buyer may
	Buyer's attorney in fact and club Seller the second second by Seller the income is collected by Seller the	a receiver. Seller may notify any tenant or
	Paymente are made, whether or not any proper grounds for the	d shall satisfy the obligation for which the
	collection and the balance (if any) to payment of sums due for Burger and existed. Seller shall apply the in	ncome first to the expenses of contine

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.

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

SECTION 8. WAIVER

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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.

STITUES AND A POWER AND A COMPACT A STREAM OF A COMPACT AND A POWER AND A POWE 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 defend such actions or proceedings through legal counsel reasonably satisfactory to Seller, smarrow track the netther proceedings through legal counsel reasonably satisfactory to Seller.

SECTION 10. SUCCESSOR INTERESTS

erinden zuendelsteilteitetetete avorth search and search and the search 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 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 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 consent: Any such extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any HOWER STORE

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.

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, 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.

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CONTRACT NO

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SECTION 13. COSTS AND ATTORNEY FEES Events may occur that would cause Seller 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 rec

limited to the following costs:	the non-une other party all expenses reasonably incurred in taking such action. Such expenses shall include, but are not
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whether incurred in a suit or action, in an appeal fro	200 a judgement or decree therein, or in connection with any distance in
SECTION 14. SURVIVAL OF COVENANTS	17 - P. M. A. Serger & Stational Dr. 2019 Book 1400 Date to Develop The Letter South Association of the second
of the purchase price. Such covenants shall be fully	enforceable thereafter in accordance with their terms
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This Contract shall be governed by the laws shall not affect any other provision and, to this end,	of the State of Oregon. In the event that any provision or clause of this Contract conflicts with applicable law, such conflict the provisions of this Contract are severable.
SECTION 16. REPRESENTATIONS; CONDITION O	F PROPERTY
AS IS. Present condition includes latent defects, with writing signed by Seller. Buyer agrees that Buyer ha and laws. Buyer also agrees to accept the property property. Buyer agrees that Seller, has made no rep	nout any representations or warranties, expressed or implied, unless they are expressly set forth in this Contract, in their present condition, s ascertained, from sources other than Seller, the applicable zoning, building, housing, and other regulatory ordinances with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the resentations with respect to such laws or ordinances.
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This document is the entire final and comple	ate [®] agreement [®] of the [®] parties [®] pertaining to the [®] sale [®] and [®] purchase of the [®] property. The document then and oral agreements (including any sale or earnest money agreement) 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
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C-20620 E 10 CONTRACT NO. PF/mka/

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7318 STATE OF OREGON) 55 County of Klamath May 19 88 Howard G. Ruggles Personally appeared the above named_____ and acknowledged the foregoing Contract to be his (their) voluntary act and deed. Before me Notary Public For Oregon 7/23/89 My Commission Expires: SELLER: **Director of Veterans' Affairs** STATE OF OREGON SS County of Personally appeared the above named authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by and, being first duly sworn, did say that he (she) is put authority of its Director. SE ism Before me: Notary Public For Oregon My Commission Expires: 12.9.90 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY \mathbf{x} STATE OF OREGON: COUNTY OF KLAMATH: SS. Aspen Title & Escrow the 10th Filed for record at request of _____ dav A.D., 19 88 at 11:17 o'clock A.M., and duly recorded in Vol. M88 of ____ May on Page _____7313_ of _____Deeds Evely Biehn County fler By Dernetha Sh FEE \$30.00 AFTER RECORDING RETURN TO: Department of Veterans Affairs Oregon-Veterans-Building-700 Summer St., N.E., Suite 100 Salem, OR 97310-1239 AFTER RECORDING: RETURN TO: C-20620 Page 5 of 5 CONTRACT NO. PF/mka/w