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of the belance due on the Constant at any ture without penelty On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following described real property (the "property"):

to the property of the Continue of the purchase property of the property as provided for by this Contract and participation Lot G in Block 69, NICHOLS ADDITION to the City of Klamath Falls; according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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Park Till (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1975) (1	RICE. Buyer agrees to pay Seller the sum	of \$ 29,500:00 as the total purchase price for
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Seller acknowledges receipt o	the sum of \$	
Buyer shall make improvement upon improvements will satisfy the equithe contract balance.	ts to the property in accordance with the Pro lity requirements of ORS 407.375(3). The val	perty Improvement Agreement, Form 590-M, signed this date. Completion of the agr ue of the Improvements will not be subtracted from the purchase price nor subtracted to
Buyer shall make improvement upon improvements will satisfy the equithe contract balance.	ts to the property in accordance with the Pro lity requirements of ORS 407.375(3). The val	perty Improvement Agreement, Form 590-M, signed this date. Completion of the agre

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 balance due on the Contract. When Seller pays the taxes or assessments, that amount will be added to the balance due on the Contract

20 __ vear Contract and the final payment is due _ TERM OF CONTRACT This is a (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 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 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

2.1 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 (30) consecutive days.

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 jeopardized.

SECTION 3. INSURANCE

3.1 PROPERTY DAMAGE INSURANCE. Buyer shall get and keep policies of fire insurance with standard extended coverage endorsements (and any other endorsements required by Selier) 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.

XXXX CONTRACTOR CONTRA SECTION 6. DEFAULT (A) . YOULDO

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

C-20609

REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: 6.2 REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps:

(b) Poreclose 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 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) (1)

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 Deciare this Contract to be vote thinty (30) or more easy after belief gives written notice to buyer of belief a internation to be, 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 timity (ou) days, and or object a 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 maching send derigan. to Seller by Buyer may be kept by Seller as reasonable rental of the property up to the time of default. (g) talinko nobe jani orj

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. Senior shall be entitled to the appointment of a receiver as a matter of right, it does not matter whether or not the apparent velocity 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

Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation, Co to location because the and management; whisepong languages you only

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 in the revenues produced by the property are insumment to pay expenses, the receiver may dorrow, from senior 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 receiver deems necessary, these sums shall be used for the purposes stated in this paragraph, nepayment 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 performed 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 supports to collect the Income from the property. Seller may collect the income aither through itself or a receiver. Seller may notify any tenant or operate and manage the property and collect the income from the property. In the event of default and at any time flerearter, defier may revoke Buyer's right to collect the income either through itself or a receiver. Seller may notify any tenant or the property of the income either through itself or a receiver. Seller may notify any tenant or the property of the p Buyer singnt to collect the income from the property. Seller may collect the income enter inrough lister 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 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

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 rails to perform any congation required or it under this contract, Seller may, without house, 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 Famure or entirer party at any unite to require performance or any provision or this contract sharing mint the party a 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. INDEMNIFICATION O MOTIVATOR RETURNING WHITTON CHEET A CHEET OF CHEET OF THE TOTAL MOTIVATION OF THE TOTAL MOTIVATIO

SECTION 9. INDEMNIFICATION OF MOTALORY RETURNING THE PROPERTY OF THE PROPERTY

SECTION 10. SUCCESSOR INTERESTS

SYON THE VALUE OF THE VA This Contract shall be binding upon and for the penellt 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. Subject to Bundley server westerday

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 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 for inspecting the seller shall be used and of no effect with respect to Seller. Buyer hereby waives notice of contract shall entrie belief to increase monthly payments, mountly payments may be increased to the amount necessary to retire the obligation within the unite provided and of no effect with respect to Seller. Buyer hereby waives notice of any other payments and modifications of this Contract and the Contract an for in Section 1, 1.3, in this contract. Any attempted assignment in violation of this provision shall be void and or no effect with respect to Seller. Buyer nereby warves notice of 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 berefy warves eith notice and consent. Any suich extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any 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 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 If any interest or the duyer under this Contract is assigned, Subcontracted, or otherwise translation, a record 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 deposited in the U.S. mail, Any notice under this Contract Sital be in writing and shall be encourse when actually delivered 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.

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on the date set forth above

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Page 3 of 5

KARLAK, BENELBERG Notary Public - California p argal Otto in Monarcy Courts My Countacion Expires Jan. 5, 1900 \$

Cowdery's Form No. 22 - Arkdowledgement to Notary, Public-Individuals (c.c. sec. 1188).

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 recover from the other party all expenses reasonably incurred in taking such action. Such expenses shall include, but are not

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• Cost of foreclosure reports, a forecast of the cost of th whether incurred in a suit or action, in an appeal from a judgement or decree therein, or in connection with nonjudicial action. whether incurred in a suit or action, in an appeal from a judgement or decree district in common 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 rull performance of which is not required prior to the cooling of final payment of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms. SECTION 15. GOVERNING LAW; SEVERABILITY: \\Cite{\text{Constitution}}

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 This Contract snall be governed by the laws of 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, includes latent defects, without any representations or warranties, averaged or implied, unless they are averaged set forth in this Contract or are in Buyer accepts the land, pulloings, improvements, and an other aspects of the property, and any personal property sold under this contract, in their 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 detects, without any representations or warranges, expressed or implied, unless they are expressly sections in this contract or are in and laws. Birver also acrees 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 writing signed by Seller, Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zoning, building, nousing, 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 and laws. Buyer agrees to accept the property with run awareness of the property. Buyer agrees that Seller has made no representations with respect to such laws or ordinances.

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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 PHOPERTT 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 OF ANNING DEPARTMENT TO VEDICY ADDROVED LISES. 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 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 year above Written, grade of inestrace finds and for finds polared grade of selective response

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STATE OF CALIFORNIA SUSAN KROUSE On this 13th COUNTY OF Monterey _day of May

1988 Karla K. Renneberg in the year duly commissioned and sworn, personally appeared_ _, a Notary Public, State of California,

Nessy Public - Callionia Who will say thing the says ******************************

personally known to me (or proved to me on the basis of satisfactory gubscribed to the within instrument, and acknowledged to me

IN WITNESS WHEREOF I have hereunto set my hand and affixed Many official seal in the_

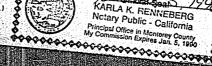
in this certificate. County of on the date set forth above

by a general form which may be proper for use in simple transacted to act, as a substitute for the advice on an attorney. The public

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Can Office South KARLA K. RENNEBERG Nctary Public - California

Cowdery's Form No. 32—Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.) My commission



Personally appeared the above named and acknowledged the forces.		,19	7936
and acknowledged the foregoing Contr	act to be his (their) voluntary :	act and deed.	
		Before me:	
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		Director of Veterans' Affairs	
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