DEPARTMENT OF VETERANS AFFAIRS

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2. s. Declaration of Conditions and Restrictions, but omitting any restrictions based on race, color, religion or national origin appearing of record: Recorded on the cast May 26th 1913 assistantly bearing of the cold.

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Vol. <u>W8%</u> Page 7964	
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1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay Seller, the sum of \$42,500.00—————————————————————————————————	이 그는 아름다면서 가득하게 하는 일이 그가 있다니까?
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The balance due on the Contract of \$ 42,500.00——— shall be paid in \$\frac{\text{3July}}{\text{2July}}\$, 19 88 The initial payments shall be \$\frac{\text{357}}{\text{357}}\$.00——— necessary for payment of the taxes or assessments.	payments beginning on the first day of
Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due. Buyer also shall pay to Seller necessary for payment of the taxes or assessments. The total monthly payments on this Contract shall change if the interest state.	each, including interest. In addition to that amount, on demand any additional amounts which may be
balance due on the Contract. When Seller pays the taxes or assessments, that amount will be added to the balance due 1.3 TERM OF CONTRACT. This is a	tents change. The money paid by Buyer to Seller for essments, that payment will be subtracted from the on the Contract.
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1.5 PRE-PAYMENTS Pure-	7 4 7 5 6 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1
percent per annum. 1.5 PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time with unless Seller gives written notice to Buyer to make payments at some other place. 1.7 WARRANTY DEED. Upon payment of the total purphese and the contract at any time with unless Seller gives written notice to Buyer to make payments at some other place.	hout penalty.
CONDITIONS and provided DEED. Upon payment of the total purchase provided to the conditions and the conditions are conditionally and the conditional are conditionally are conditionally and the conditional are conditionally are conditionally are conditionally and the conditional are conditionally a	oregon 97310-1201,
encumbrances referred to on page one of this Contract and those placed upon the property as provided for by this Contract encumbrances referred to on page one of this Contract and those placed upon the property or suffered by Buyer after the SECTION 2. POSSESSION; MAINTENANCE	rrant marketable title, except for those liens and date of this Contract.
2.1 POSSESSION. Buyer shall be entitled to possession of the property from and after the date of this Cont (30) consecutive days. 2.2 MAINTENANCE. Buyer shall keen all buildings of the property.	
2.2 MAINTENANCE. Buyer shall keep all buildings, other improvements, and landscape now existing, or which seller. Except for domestic use, Buyer shall not permit any waste or removal of the improvements, nor make any substantial improvements.	shall be placed on the property, in good condition
2.3 COMPLIANCE WITH LAWS. Buyer shall promptly comply with all a	ravel, without prior written consent of Sallor
contest in good faith any such requirements and withhold compliance during any proceeding, including appropriate appeals, section 3. INSURANCE VIII Section 22.04 mass as a section 3. INSURANCE VIII Section 22.04 mass as a viii first section 3. INSURANCE VIII Section 22.04 mass as a viii first section 3. INSURANCE VIII Section 22.04 mass as a viii first section 3.	d repairs, alterations, and additions. Buyer may , so long as Seller's interest in the property is not

SECTION 3. THE LEVEL SECTION LEVIES, Thens and weighty assessments of the City Sonanuzai. E MOTOSE 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 endorsements required by Seller) on an actual cash value basis covering an improvements on the property. Such 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 3.2 APPLICATION OF PROCEEDS. All proceeds of any insurance on the property shall be field by Seller. It 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.

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 the the statements at Duyer's expense, without intrine authorization from Sever, Senior triay at any time the copies 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.

A CONTRACTOR OF CASE

- 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

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Specifically enforce the terms of this Contract by suit in equity; (c)

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. (d)

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)

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 Contract shall cease without further act by Seller. Seller shall then be entitled to immediate possession of the property. All payments previously made (f) 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 the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not grading the field of 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; as 1900 gift in possession and the

Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation,

Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow α'n funds, employ contractors, and make any changes in plans and specifications that Seller deems appropriate. (iii)

If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller 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 this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract. Interest shall nd spendu knobst bydastiki v 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 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 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 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 collection and the balance (if any) to payment of sums due from Buyer to Seller under this Contract.

6.3 REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such remedies.

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 SECTION 7. SELLER'S RIGHT TO CURE 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 may have on account of Buyer's default.

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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 SECTION 8. WAIVER breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself.

TR 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 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 a conduct with respect to the property, or any conduction of the property, in the event of any iniquation or proceeding prought 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. tight to search and masking

3VOCThis 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 SECTION 10. SUCCESSOR INTERESTS 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

rer or 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 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 person at any time obligated under this Contract. SOBERT BRUCK MORETS

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 SECTION 11. TRANSFER FEE payable to Seller. The amount of the fee shall be prescribed by Seller's duly adopted Oregon Administrative Rule 274-20-440. IN MALE MARKES

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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Page 3 of 5



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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 action 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	
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SECTION 14. SURVIVAL OF COVENANTS to redesce of the second of Leighte and the home ratio.

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 covenants shall be fully enforceable thereafter in accordance with their terms.

554 50 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 19 375-3770 Section 25 (1995)

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, 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 writing signed by Seller, 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 property: Buyer agrees that Seller has made no representations with respect to such laws or ordinances. nd Death ng eonaled spientelphaisean in the soona referre age belonde on the Con-

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY 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 supersedes and replaces all prior or existing written and oral agreements (including any sale or earnest money agreement) between the parties or their representatives relating to the property. esorion to successor at reasons

ுக்கிN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above Written's rame of the construction of the cons

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