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On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following described real which will a too la chair in the state of a state of a state of the state of the state of the state of the state property (the "property"): s and the second of the second second second with the second second second second the second second

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1. Easement for sewer pipe and incidentals, including the right of ingress and egressa -go may along a line parallel to and 75 feet. Northeasterly of the Northeast line of Fifth Street as conveyed in the Deed recorded July 12, 1911 in Volume 33, page 200 Deed Records of Klanath County, Oregon, each and senten as a second se e de a construction de la co

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TAX STATEMENT and a Discretization of the antique of the antique of the Based of the autory from the second state of the secon Until's change is requested; all tax statements shall be sent to: <u>David C: Palmer</u> Nelle of officies is send but request lance statements and the sent to: <u>Name of Buyer</u>

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FID Page 1 of 5 ON TOSEN

DEPARTMENT OF VETERANS AFFAIRS

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SEP 15 AN III

as the total purchase price for the

CTION 1. PURCHASE PRICE PAYMENT TOTAL PURCHASE PRICE Buyer agrees to pay Seller the sum of \$-40,000.00 11

property

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PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: 12

Seller acknowledges receipt of the sum of \$ 410.00from Buver, 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 the contract balance.

shall be paid in payments beginning on the first-day of The balance due on the Contract of \$39,590.00-

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 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.

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1.4 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).

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. 1.5

LCOT LOCIDELACE OF PAYMENTS TAIL payments to Selier shall be made to Department of Veterans' Arfairs at 700 Summer Street, N.E., Satern, Oregon 97310-1201; vriegora. orth vtreadid 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 CONDACTA 1332

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 (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 2.3 authonities 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 leopardized.

Essence for sever pire and incidentals, including the right of ingressonanuerise nortage

1:31 T PROPERTY DAMAGE INSURANCE! Buyer, shall det 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.

3.2 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

- EVENTS OF DEFAULT. Time is of the essence of this Contract. A default shall occur under any of the following circumstances: 6 1
 - 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 airdedy sent three (3) notices to Buyer concerning non-payment or late payment under this Contract. (a)
 - 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.





ADDENDUM TO CONTRACT OF SALE

LEGAL

Beginning at the Northwesterly corner of Lot 5 of Block 43 of FIRST ADDITION to the City of Klamath Falls, Oregon; thence Northeasterly along the Southerly line of Lincoln Street to the Northeasterly corner of Lot 4 of said Block 43; thence Southeasterly at right angles to Lincoln Street and along the Easterly line of said Lot 4, 55 feet; thence Southwesterly and parallel with the Southerly line of Lincoln Street to the Westerly line of said Lot 5; thence Northwesterly along the Westerly line of said Lot 5, 55 feet to the place of beginning, being a portion of said Lots 4 and 5, Block 43 of FIRST ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3809 032BA 01900 Key No. 411904.



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(a) uch actions be	MEDIES ON DEFAULT? In the event of a default, Seller may take any one or more of the following steps: 2333 Y3/ROTTA GMA 27203 ST HOIT32 port Declars the entire balance due on the Contract, including interest, immediately due and payable; If its Forectose this Contract by suit in equity barroom y denoes at sensitive like y normanic as the sensitive like the contract by suit in equity barroom y denoes at sensitive like y normanic as the sensitive like the contract by suit in equity barroom y denoes at sensitive like y normanic as the sensitive like the sensitive like y normanic as the sens
ton ate fud .st (b) a	It is Foreclose this Contract by suit in equity banco's vidence and sense the date of the
(c)	Specifically enforce the terms of this Contract by suit is on the
(d)	CADICISE UNE FIGHTS BID FEMERIES OF B Secured parts of a secured parts of a
	respect to any part of the property which constitutes personal property in which Seller has a security interest.
(8)	10 days after it is due to the generating with not exceed five (5) cents per dollar of the payment in the event Buyer faile to and
(1)	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 10 days after it is due. 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 thirt, don do
	then due under this Contract is tended on the days after seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to do so unless the portion and the seller gives written notice to Buyer of Seller's intention to Buyer of Seller's intention and the seller
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·3/	the property exceeds the amount of the appointment of a receiver as a matter of right. It does not matter whether or not the apparent takes of
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	improvements that in the receiver's judgement are property and make necessary expenditures for all maintenance and (ii) Collect all rents, revenues, income, issues, and profits from the property and event busices of the second
	and management is a second of the property drive strong st
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gulatory ordination	funds, employ, contractors, and make any changes in plans and an end of the source of
967 (969 0 0 0 0 1 kg	brisin youll the revenues produced by the property and the state of the second dealers appropriate.
	receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by being and interest at the same rate as the because of the purpose.
	this Contract. Amounts borrowed from or advanced by Seller shall be 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 ropation to such as the balance on this Contract. Interest shall be charged from the date the amount is borrowed or advanced until the amount is ropation to such as the balance on this Contract.
	demand.
(h)	Liect to collect all rents revenues income income
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	Other user to make payments of rente or use fees dimention and ognitisen of a receiver. Seller may notify any tensor or
	Duyer S allorney-In-Tact and gives Seller permission to seller and the seller and the seller and gives Seller permission to se
	and collect such rents or fees. Payments by traints or other users to Seller in response to Seller's name. Buyer also gives Seller permission to negotiate payments are made, whether or not any proper grounds for the demand existed. Seller's demand shall satisfy the obligation for which the
	conscion and the palance (if any) to payment of sums due from Buyer to College de the income inst to the expenses of renting or
6.3 REME	EDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such
remedies.	and the second any other remedies provided by law. They are in addition to any other such

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

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.

SECTION 9, INDEMNIFICATION OF ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENTIN VIOLATION ON ALLOW YTA 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? 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 of proceedings through legal coursel reasonably satisfactory to Seller, Sellero diamastras sublicities and actions of proceedings through legal coursel reasonably satisfactory to Seller, Sellero diamastras sublicities and actions of proceedings through legal coursel reasonably satisfactory to Seller, Sellero diamastras sublicities and actions of proceedings through legal coursel reasonably satisfactory to Seller. Funnessies practices and replaces and replaced orgl agreements (including any sale of earnest money agreement) between the parties of their SECTION 10. SUCCESSOR INTERESTS interiord off of padelal spintstassander

avooThis 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, 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

SECTION 11. TRANSFER FEE

DAVID C. PALMER

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. ANTING M. PARTER

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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	Service States
SECTION 13. COSTS AND ATTORNEY FEES agont game light to agont to ago the analysis and a to new set of TULLAND KOESIGEMER	\$1- .
Events may occur that would cause Seller or Buyer to take some action, judical or otherwise, to enforce or Interpret terms of this Contract. Should suc	h 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	s, DULAIO IIOL
Similed to the following costs:	
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of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms.	
SECTION 15. GOVERNING LAW; SEVERABILITY: q art to that you to to to the properties of provided to the provided of the second states and the second states are second states are second states are second states and the second states are se	
sta - 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. Teacher and the severable and the se	
SECTION 16. REPRESENTATIONS; CONDITION OF PROPERTY 16 VINCION and multiplicity bits access an approximation of the second	
	ont condition
Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any personal property sold under this Contract, in their present AS IS. Present condition includes latent detects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this Con- writing signed by Seller, Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zoning, building, housing, and other regulator	ry 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 fun. property: Buyer also agrees that Seller has made no representations with respect to such laws or ordinances? shall viet ascent accept the provide the property and and and an a week or ordinances. Second second accept the property and and and an a week or ordinances are not accept the property and a second s	Ife use of the
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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.

so to IN WITNESS WHEREOF; the parties have caused this Contract to be executed in duplicate as of the first day and year above written. I sold of record elulation on late relation of relative to the providence of the parties in the parties of the

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SECTION 12. NOTICE

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County of <u>Klamath</u>) <u>September19.88</u>	
and acknowledged the foregoing Contract to	<u>David C. Palmer and Janine M. Palmer</u> o be his (their) voluntary act and deed.	<u></u>
		Public For Oregon
	7/23/89	
	SELLER: Director of Veterans' Affairs	
	By Coner	
	- Avan Juginison	<u></u>
STATE OF OREGON S		3
Personally appeared the above named	Till Jones 7 1988	7. S.
and, being first duly sworn, did say that he (sh authority of its Director.	ne) is duly authorized to sign the foregoing Contract on behalf of the Department of Ve	terans Affairs by
	Ω	2378143
	Before me: <u>Nails + Mitiso</u> Notary P	vublic For Oregon
	My Commission Expires: 12.9.90	
FOR COUNTY RECORDING INFORMATION	CONTRACT OF SALE	
STATE OF OREGON: COUNTY OF K	LAMATH: ss.	
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Filed for record at request of <u>As</u> of <u>Sept.</u> A.D., 198	8 at 11:39 o'clock A.M., and duly recorded in Vol. M8 Deeds on Page 15138	
Filed for record at request of <u>As</u> of <u>Sept.</u> A.D., 198	at 11:39 o'clock A.M., and duly recorded in Vol. M8	1 <u>8</u> ,
Filed for record at request of <u>As</u> of <u>Sept.</u> A.D., 1988 of <u>of</u>	8 at <u>11:39</u> oclock <u>A.M.</u> , and duly recorded in Vol. <u>M8</u> Deeds on Page <u>15138</u> Evelyn Biehn County Clerk	1 <u>8</u> ,
Filed for record at request ofAs ofA.D., 198 of FEE \$33.00	8 at <u>11:39</u> oclock <u>A.M.</u> , and duly recorded in Vol. <u>M8</u> Deeds on Page <u>15138</u> Evelyn Biehn County Clerk	1 <u>8</u> ,
Filed for record at request of <u>As</u> of <u>Sept.</u> A.D., 1981 of FEE \$33.00 AETER_RECORDING_RETURN_TO: Department of Veterans Affai	8at11:39oclockA.M., and duly recorded in Vol <u>M8</u> Deedson Page15138 Evelyn Biehn County Clerk By <i>Qauline Muelendere</i>	1 <u>8</u> ,
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