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1.2 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: Seller acknowledges receipt of the sum of <u>\$ NONE</u> Buyer shall make improvements to the property in the price shall be paid as follows: upon improvements will seller.	- ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^ ^
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The balance due on the Contract of \$35,000,00 November 1988 The initial payment shall be paid in pay Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due 'Buyer also shall pay to Seller to a The total monthly payments on this Contract shall change if the interest	acted from the purchase prince
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November Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes, when due's Buyer also shall be paid in pay 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 will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments is the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes and assessments. 1.3 TERM OF CONTRACT This is a <u>25</u> year Contract and the final payment is due't the balance due on the Department of Veterans' Affairs. The solution the Department of Veterans' Affairs. The Seller for taxes and the balance due on the Department of Veterans' Affairs. The Seller Buyer taxes of the Department of Veterans' Affairs. The Seller Buyer taxes of the Department of Veterans' Affairs. The Seller Buyer taxes of the Department of Veterans' Affairs. The Seller Buyer Bu	on the first_day_of
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1.4 INTEREST RATE. The annual interest rate during the term of this Contract is.	ents, that payment used by Buyer to Seller to
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1.5 PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without per 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 at one encumbrances referred to on page one of this Contract and those placed upon the property as provided for by this Contract and Section 2. POSSESSION; MAINTENANCES CONTRACT and those placed upon the property as provided for by this Contract and Section 2. POSSESSION; MAINTENANCES CONTRACT and those placed upon the property as provided for by this Contract and the placed upon the property as provided for by this Contract and the placed upon the property.	Suant to the percent excent to an
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3.2 APPLICATION OF PROCEEDS. All proceeds of any insurance on the property shall be held by Seller. The insurance shall be applied to Seller and Buyer, as their respective interests may repair or replace the damaged or destroyed portion of the property in a manner satisfactory to Seller. The insurance cost shall be pay and be proceeds to pay all amounts due under this Contract. The insurance on the property shall be held by Seller. If Buyer closes is all be pay and be proceeds to pay all amounts due under this Contract, and shall pay the balance of the insurance proceeds to Buyer has not committed to the repair or restoration of the property. Seller shall be held by Seller. If Buyer chooses is 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 be used to pay first account for the property. Sale of the property. Sale of the property is all be property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is all be used to pay first account for the property. Sale of the property is a condemnant for the property and Seller shall be used to pay first account for the prop	ble to Seller on demand
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SECTION 4. EMINENT DOMAIN	ation, Seller shall pay or reimburg
If a condemning authority takes all or any portion of the property. Buyer and Seller shall share in the condemnation proceeds which 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 Commence of the property.	have not been a sufficient amount of the
If a condemning authority takes all or any portion of the property, Buyer and Seller shall share in the condemnation proceeds in SECTION 5. SECURITY AGREEMENT This instrument shall constitute a security agreement within the manual file the statements at laws.	Jed interest and then the
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<ul> <li>Failure of Buyer to make any payment when payment is due. No rotice of default shall occur under any of the following circumstance month period Seller has already sent three (3) notices to Buyer concerning non-payment or late payment under this Contract. A default shall occur under any of the following circumstance for Buyer to perform any other obligation in this Contract in addition to payment. Buyer must perform only before the contract in addition to payment. Buyer must perform obligation in this Contract in addition to payment. Buyer must perform obligation in the Contract in addition to payment. Buyer must perform obligation in the Contract in addition to payment. Buyer must perform obligation in the Contract No.</li> </ul>	25
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  - Specifically should use terms of this contrast, by such in equily, 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 10 down offer it is due n

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because units contract to be volu thinty (su) or more days alter sener gives written nouce to buyer or seller's internation to up so, unless the period management of 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 unite stated. At the end of the time your days, an or buyer's rights under uns Contract shall dease without further act by Seller. Seller shall then be entitled to immediate possession of the property. All payments previously made Contract Shan bease without number act by Senier, Seni 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, senier shall be enumed to use appointment of a tacaiver as a market of rent to the senier 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 a factor on the property exceeds the property exceeds the amount of the balance due on the Contract. Any receiver appointed may serve without bond. Employment by Seller shall not a serve without bond. Employment by Seller shall not a serve without bond. Employment by Seller shall not a serve without bond. disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may

- uisquainy a person noni serving as a receiver, opon taking possession or an or any part or the property, the receiver may, improvements that in the receiver's independence on the property and make necessary expenditures for all maintenance and nonner Broom verden in nive ornation and mo

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 zesaninitisi yusta signi tosto

- tunds, employ contractors, and make any changes in plans and specifications that Seller deems appropriate. Sectoreby yield signs tended with 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 this contract. Amounts controved monitor advanced by Sener, Shar bear monotation and same rate as the barance on this contract, interest shar 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
  - Clear to collect an relins, revenues, income, issues, and promis (the income) non-the property, minuter one now or later. Find to detault, buyer inag 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 River's right to collect the income from the property. Caller may collect the income other through itself or a receiver. Seller may revoke operate and manage the property and collect the income from the property. In the event or detault and at any time nereatter, 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 the party set of the property and collect the second either through itself or a receiver. Seller may notify any tenant or objects right to contact the income from the property. Seller may contect the income entirer 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 inrevocably designates Seller as Buyer's other buyer and show Seller completion to endorse and other based on the shows in Buyer's approximation to endorse and other based on the shows in Buyer's approximation to endorse and other based on the shows in Buyer's approximation. Seller the shows in the shows are shown and show Seller as the shows in Buyer's approximation to endorse and other based on the shows in Buyer's approximation to endorse and the shows in Buyer's approximation to endorse and the shows in Buyer's approximation in the shows in ourier user to make payments or refits or use rees directly to Seller, in the income is collected by Seller, inter buyer intervolably 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 regotiate and collect such rents or fees. Permosts by tapante or other times to Seller to reasonse to Seller's demand shell entire the obligation for which the Buyer a automovement of the second state of th and collect such rents or tees. 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 payments are the belance life and to payment of time due from buser to Seller under this Contract.

collection and the balance (if any) to payment of sums due from Buyer to Seller under this Contract. 6.3 remedies

REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude 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 and contract, seller may, without notice, take any steps necessary to remedy such failure. Buyer shall and contract, seller to any other right or non-duble contract, seller may, without notice, take any steps necessary to remedy such failure. Buyer shall and contract, seller may, without notice, take any steps necessary to remedy such failure. Buyer shall and contract, seller to any other right or non-duble contract, seller to any other shall be contract. 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 reinburse 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 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

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

SECTION & UNDEMNIFICATION ON THE NOTAL OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION ON TRAILING SOLUTION OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF THE PROPERTY DESCRIPTION OF THE PROPERTY YTA Buyer shall forever defend, indemnify, and hold Seller harmless from any claim, toss, or iability ansing out of or in any way connected with Buyer's possession or use it is the property of any intervention of the property to the property of any intervention or use intervention of the property to the property of any intervention or use intervention of the property of the property to the property of any intervention of the property to the property of any intervention of the property to the property of any intervention of the property to the property of the property to the property of the property of the property of the property to the property of the property to the property of the property VTP, Buyer shall forever detend, indemnity, and hold Seller harmless from any claim, loss, or itability 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 in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against Seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller with the event of any litigation or proceeding brought against seller and arising of the property in the event of any litigation or proceeding brought against seller with the event of any litigation or proceeding brought against seller with the event of any litigation or proceeding brought against seller with the event of any litigation or proceeding brought aga 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 artsing 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 artsing solid actions of proceedings through legal counsel reasonably satisfactory to Seller, etc. Journal of any litigation or proceeding brought against Seller and artsing solid actions of proceedings through legal counsel reasonably satisfactory to Seller, etc. Journal of any litigation of proceeding brought against Seller and artsing solid actions of proceedings through legal counsel reasonably satisfactory to Seller, etc. Journal of any litigation of proceeding brought against Seller and artsing solid actions of proceedings through legal counsel reasonably satisfactory to Seller, etc. Journal of any litigation of proceeding brought against Seller and artsing solid actions of proceedings through legal counsel reasonably satisfactory to Seller, etc. Journal of the property of the solid actions of the solid actions of the solid actions of the property of the solid actions of the solid SVO(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 subcontracted or subcontracted or subcontracted or subcontracted. The prior written concent of Sallar Concent by Sallor to one transfer shall not constitute concent to other transfere OVORING 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. theory and a state circletoreaties ver 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 in theil settle the Seller to increase monthly comments. 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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 the Contract cranted by Catler, any other correspondence of the contract of the Contract cranted by Catler, any other correspondence of the contract of the contract cranted by Catler, any other correspondence of the contract of the contract cranted by Catler, any other correspondence of the contract 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 nereby waives nonce 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. 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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 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. 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 shall be in writing and shall be effective 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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15617 STATE OF OREGON 1 69 County of\_ Klamath September 14 19 88 Personally appeared the above named James G. Truini and Karen E. Truini, husband and wife and acknowledged the foregoing Contract to be his (their) voluntary act and deed. ndin est nndna Before me: Notary Public For Oregon My Commission Expires: 7/23/89 SELLER: Director of Veterans' Affairs September, 12 ... 88 STATE OF OREGO M County of\_ Personally appeared the above named and, being first duly sworn, did say that he (she) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by authority of its Director. Zilien Before me: For Oregon My Commission Expires: 8-27-92 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of Aspen Title Co. the 21st dav of \_\_\_\_\_Sept. at 10:47 o'clock A. M., and duly recorded in Vol. M88 A.D., 19 88 Deeds of on Page 15613 Evelyn Biehn County Clerk FEE \$28.00 By Qauline mullende 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:

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