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1.1 TOTAL PURCHASE PRICE. Buyer agrees to pur of	and a set of set of the
1.2 PAYMENT OF TOTAL PURCHASE THE STS. 00-	from Buyer, as down payments for M signed this date. Completion of the agreed-
Seller acknowledges receipt of the sum of a	roperty Improvement Agreement, Form South Contracted from the purchase price nor subtracted from
the improvements to the property and an art (2) The V	alue of the improvement
upon improvements will satisfy the equily required.	shall be paid in payments beginning on the first day of $\frac{1}{2000} + \frac{1}{2000} +$
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July 19_89_ The initial payments	when due. Buyer also shall pay to Seller on demand any additional and
Buyer shall pay an amount estimated by Seller to be sufficient to pay taxes	change. The money paid by Buyer to Seller for
The total monthly payments on this Contract shall change if the interest The total monthly payments on this Contract shall change if the interest the payment of taxes and assessments will not be held in reserve by Seller. W balance due on the Contract. When Seller pays the taxes or assessments, that balance due on the Contract. When Seller pays the taxes or assessments, that balance due on the Contract.	rate changes or if the taxes and assessments change. The money paid by Buyer to Seller for hen Buyer pays Seller for taxes and assessments, that payment will be subtracted from the tamount will be added to the balance due on the Contract. and the final payment is due
the payment of taxes and used when Seller pays the taxes or assessments, the	(year)
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The annual interest rate during the term of the	and the final payment is dealer in a constraint of the provisions of ORS 407.375 (4). thange the interest rate by Administrative Rule pursuant to the provisions of ORS 407.375 (4).
1.4 INTEREST NAME. The seller may periodically c	
solvency of the Department of Veletans in the solvency of the Department of Veletans in the solvency of the percent per annum.	are not being retained. I Mineral Rights are being retained. The property secured by this or Columbia County; so the Division of State Lands is withholding mineral rights. The legal
The initial annual interest table in the MINERAL RIGHTS. XXX Mineral Rights a	ire not being retained. Mineral Rights are being retained. The property secured by this or Columbia County, so the Division of State Lands is withholding mineral rights. The legal is a defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal constrained in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal more defined in QRS 273.775(1), including soil, clay, stone, sand, and gravel, and stone, sand,
1.5 RESErvortes or more, or is 3 acres or more and located in subset contract is 10 acres or more, or is 3 acres or more and located in subset description is amended to include the following reservation of mineral rights:	as defined in ORS 273.775(1), including soil, clay, storie, store, store, explorating for, mining,
"Excepting and reserving to itself, its successors, and assigns an innerest "Excepting and reserving to itself, its successors, and assigns an innerest	as defined in ORS 273.775(1), including soil, clay, stone, sand, and gravel, and all geotherman use of the surface as may be reasonably necessary for prospecting for, explorating for, mining, terials, and geothermal resources. In the event use of the premises by a surface rights owner to owner shall be entitled to compensation from state's lessee to the extent of the diminution in ch owner shall be entitled to compensation state's lessee to the extent of the diminution in er at the time the state's lessee conducts any of the above activities."
resources, as defined in OHS 273.175(2), ogsårer resources, as defined in OHS 273.175(ch owner shall be entitled to compensation from state a toose activities."
would be damaged by one or more of the activities described using a second on the actual use by the surface rights own	ner at the time the state should be n/a in the Circuit
Value of the rear prese	to a Docree of Foreciosulo III out
value of the real property, based of the subject to the right of redempti 1.6 RIGHT OF REDEMPTION. Subject to the right of redempti Court of the State of Oregon for the County of Court of the State of Oregon for the County of	ion arising from a beneficient of the second ance with ORS 23,560. Said redemption period ends in accordance with ORS 23,560.
Court of the State of Oregon for the County ofthe surchase price	e, plus interest at the rate ofi v a percent per annual
In the case of such redemption, setting standard r_{0} in the use of the proper $s_n/a_{}$ per month as a reasonable rental for the use of the properties of	the balance due on the Contract at any time without penalty.
T PRE-PAYMENTS. Buyer may prepay all or any portion of	Development of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon Store
All navments to Seller shall be	-less a state torms
unless Seliel girds initial 1.9 WARRANTY DEED. Upon payment of the total purchase conditions, and provisions of the Contract, Seller shall deliver to Buyer a encumbrances referred to on page 1 of this Contract and those placed u encumbrances referred to on page 1 of this Contract and those placed u	a Warranty Deed. Such Waltanty Buyer after the date of this Contract.
conditions, and provision and page 1 of this Contract and those places of	The second s
encumbrances reterred to un page SECTION 2. POSSESSION; MAINTENANCE	the date of this Contract. It is understood, and agreed, not than thirty
SECTION 2. POSSESSION; MAINTER shall be entitled to possession of t	the property from and and the Buyer shall not permit the premises to be vacant of
2.1 POSSESSION. Boyer sheet the property at reasonable	the property from and attell the duster shall not permit the premises to be vacanties in the times, to inspect the property. Buyer shall not permit the premises to be vacanties in the property, in good condition or the property is a condition in the property is a condition in the property is a condition in the property is a condition of the property is a conditin of the
Can consecutive any	invention and a second of Selicity
2.2 MAINTENANCE. Buyer shall keep all buildings, other map	This is the property in good contained provements, and landscape now existing, or which shall be placed on the property. In good contained provements, nor make any substantial improvements or alterations without the prior written consent of moval of any trees, nor removal of any sand and gravel, without prior written consent of Seller. moval of any trees, nor removal of any sand and gravel, without prior written consent of Seller. y with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental y with all laws, ordinances, regulations, directions, rules, and seller is interest in the property is not applicance. Buver shall promptly make all required repairs, alterations, and additions. Buyer may applicance.
ad appair Buyer shall not permit any the cutting or rea	timetions rules and other requirements and other requirements and prover may
Seller. Except for domestic use, buyor on an analysis of the seller shall promptly compl	ments, nor make any substantial inportant and gravel, without prior written consent of any moval of any trees, nor removal of any sand and gravel, without prior written consent of all governmental with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental y with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental y with all laws, ordinances, regulations, directions, rules, and other compliance, Buyer shall promptly make all required repairs, alterations, and additions. Buyer may compliance, Buyer shall promptly make all required repairs, alterations, interest in the property is not uring any proceeding, including appropriate appeals, so long as Seller's interest in the property is not any proceeding. Including appropriate appeals, so long as Seller's interest in the property is not uring any proceeding. Including appropriate appeals, so long as Seller's interest in the property is not appeared.
2.3 COMPLIANCE WITH Entropy of the property. In this	uring any proceeding, including appropriate appeals, so long as a
authorities application to such requirements and withhold compliance of contest in good faith any such requirements and withhold compliance of	
jeopardized.	and any other
SECTION 3. INSURANCE	Ind keep policies of fire insurance with standard extended coverage endorsements (and any other vering all improvements on the property. Such insurance shall be in an amount sufficient to avoid loss payable to Seller and Buyer, as their respective interests may appear. I way make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to go so within be payable to Seller on demand.
3.1 PROPERTY DAMAGE INSURANCE. Days basis cov	Ind keep policies of the instantion opperty. Such insurance shall be in an amount of the instantion of the property. Such insurance shall be in an amount of the property and the property of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to keep may make proof of loss if Buyer fails to do so within fifteen (15) days of the loss. If Buyer fails to be ablance due on the Contract. The insurance cost shall be payable to Seller on demand.
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application of any of a shall give immediate notice to Seller. Seller	he balance due on the Contract. The insulance open property by the property. Buyer sha
insurance in force, Seller may obtain insurance, and add the second	isurance on the property shall be held by Select in Duyse of restoration, Soller shall pay or reinibus
3.2 APPLICATION OF PROCEEDS. All processes that and a destroyed portion of the property in	may make proof of loss in buyer the insurance cost shall be payable to serier during the property. Buyer sha ne balance due on the Contract. The insurance cost shall be payable to serier the property. Buyer sha isurance on the property shall be held by Seller. If Buyer chooses to restorate the property and pay or reimburs a manner satisfactory to Seller. Upon satisfactory proof of restoration, Seller shall pay or reimburs for restoration. If Buyer chooses not to restore the property. Seller shall keep a sufficient amount of the restoration. If Buyer chooses not to restore the property. Seller shall keep a sufficient amount of the ne balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within 16 repair or restoration of the property, shall be used to pay first accrued interest and then the princip
repair or replace the damaged of destroyed personable cost of repair of	The manner outside it. Buyer chooses not to restore the property of the property of the property of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the princip to balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the princip to balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the princip to balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the princip to balance of the insurance proceeds to Buyer. Any proceeds which have not been paid out within the princip to balance of the property. Shall be used to pay first accrued interest and then the princip term is the property of the property of the property of the property.
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days after their receipt, and which begins and the balance due on the Contract. SECTION 4. EMINENT DOMAIN - If a condemning authority takes all or any portion of the pro- respective interests in the property. Sale of the property in lieu of co	operty. Buyer and Seller shall share in the condemnation proceeds in proportion to the values of the ondemnation shall be treated as a taking of the property. 611-M (10-f
If a condemning authority takes all or any portion deau of co	ondemnation shall be treated as a taking 511-M (10-6
respective interests in the part	
C-21824	Page 2 of 5

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SECTION 5. SECURITY AGREEMENT: Dougost ruley icults and bras free additionarroad and to section and the section of the section Section of the sound of sales of the sound of sales of the sound of the Uniform Commercial Code with respect to any personal property, included within the meaning of the Uniform Commercial Code with respect to any personal property, included within the And the **Units instrument shall constitute a security agreement within the meaning of the Unitorn 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 the statements of Buyer's property. Whow further subortization from Buyer.** Sollar ment at any time the contract as financing statements of the Contract as finance as finance as financ description of the property. Upon request of Seller, Buyer shall execute any necessary linancing 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 is the form of this Contract Buyer shall within these (3) does of receipt of written demand from Seller, Seemble the personal property and make it available to Seller. tile 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.

(1)

(g)

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(iii)

- 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)-Failure or buyer to make any payment when payment is due. No notice or default and no opportunity to due shall be required in doining any timerre (12) month period Seller has already sent three (3) notices to Buyer concerning non-payment or late payment under this Contract. SCITCH SET KOR (13) 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.
- REMEDIES ON DEFAULT. In the event of a default, Seller may take any one or more of the following steps: 6.2
- Declare the entire balance due on the Contract, Including Interest, Immediately due and payable;
 - Specifically enforce the terms of this Contract by suit in equity: (c)

(d)

- (e)
- 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. 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 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 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
- Appoint a receiver, serier share or online to the appointment of a receiver as a matter or non. 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 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,
 - 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 insufficient to pay expenses, the receiver finay corrow, non-senier 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. Announts contowed montor advanced by Gener share beer interest at the same rate as the balance of this contract, interest share 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 operate and manage the property and conect the moment of the property. In the event of details and at any time metanet, dener 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

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. do ant of 2011 201 OMENDOD

SECTION 7. SELLER'S RIGHT TO CURE status the end on all converses some with the propagation of the section of t

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 action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller

s default, ann ag as suite ann a' bear ann ag al Iosuna (), chlisiachta a mar ann a suite ann an ann ann ann ann ann ann 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 Failure or entrier party at any time to require performance or any provision or this contract small not limit the party's 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

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 or proceedings through legal counsel reasonably satisfactory to Seller.

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 the valuer 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 and 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 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 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 contract from the date of the transfer. 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 and consent to any and all extensions and modifications of this Contract granted by Seller. Any other person contract also hereby waives such notice and consent. Any such extensions or modifications will not in any person at any time obligated under this Contract. Any such extensions or modifications will not in any SECTION 11. TRANSFER FEE If any interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred of payable to Seller. The amount of the fee shall be prescribed by Seller's duly adonted of SECTION 12. MOTION	그는 것 같은 것 같은 것을 알려야 한다. 것 같은 것 같
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If any interest of the Buyer under this Contract is assigned, subcontracted, or otherwise transferred, a payable to Seller. The amount of the fee shall be prescribed by Seller's duly adopted Oregon Administrative f SECTION 12. NOTICE Any notice under this Contract shall be in writing and shall be effective use	· · · · · · · · · · · · · · · · · · ·
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Any notice under this Contract shall be in writing and shall be effective when actually delivered in per postage prepaid and addressed to the party at the address stated in this Contract or such other address as eit SECTION 13. COSTS AND ATTORNEY FEES Events may occur that would cause Seller or Buyer to take some action indicate taken, the prevailing party shall be entitled to recover to take some action indicate	rson or ten (10) days after being
Events may occur that would cause Seller or Buyer to take some action, judicial or otherwise, to enforce taken, the prevailing party shall be entitled to recover from the other party all expenses reasonably incurred in taken limited to the following costs: Cost of searching records. Cost of title reports.	ther party may designate by written notice to the U.S. ma
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 Imitted to the following costs: Cost of searching records. Cost of searching records. Cost of surveyors' reports. 	or interpret terms of this a
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whether incurred in a suit or action, in an appeal from a judgement or decree therein, or in connection with nonjuc SECTION 14. SURVIVAL OF COVENANTS Any covenants, the full performance of which is not required	
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Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms. SECTION 15. GOVERNING LAW; SEVERABILITY. This Contract shall be governed by the leader of the purchase of the	
5. GOVERNING LAW; SEVERABILITY	hase price ob-"
Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price. Such covenants shall be fully enforceable thereafter in accordance with their terms. SECTION 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 shall not affect any other provision and, to this end, the provisions of this Contract are severable. Buyer accepts the land, buildings, improvements, and all other aspects of the action of the purchase for the state of difference of the sevent that any for the sevent that any for the sevent be accepted by the laws of the sevent the sevent that any provision or clause of Buyer accepts the land, buildings, improvements, and all other aspects of the sevent that any for the sevent the sevent that any for the sevent that the sevent the sevent that any for the sevent that the sevent that any for the sevent that any for the sevent the sevent that the sevent the sevent that any for the sevent that the sevent that the sevent that the sevent t	price, shall survive the closing and the final payment
SECTION 16. REPRESENTATIONS; CONDITION OF PROPERTY Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any personal prop writing signed by Seller. Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zonil property. Buyer agrees that Seller has made no representations with respect to a strate than Seller, the applicable zonil	f this Contract conflicts with
Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any personal prop AS IS. Present condition includes latent defects, without any representations or warranties, expressed or implied, unle and laws. Buyer also agrees to accept the property with full awareness of these ordinances and laws as they may af property. Buyer agrees that Seller has made no representations with respect to such laws or ordinances.	somicts with applicable law, such conflict
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9560 STATE OF OREGON) 55 May 31,1989 County of_Klamat Personally appeared the above named Jose A. Valazquez & Dawn R. Velazquez and acknowledged the foregoing Contract to be his (their) voluntary act and deed. andinai Before me: <u>1</u> ublic For Oregon Notary 🗗 My Commission Expires: 2-93 SELLER: **Director of Veterans' Affairs** Title STATE OF OREGON 23 22 89 ma County of. 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. . Eberlart Notary Public For Oregon ~ د. Before me: My Commission Expires: 1-2-89 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY STATE OF OREGON, SS. County of Klamath Filed for record at request of: Aspen Title Co. June_ A.D., 1989 on this <u>lst</u> day of _____ AFTER RECORDING RETURN TO: _____o'clock _____A__M. and duly recorded at _______ Department of Veterans' Affairs _ of _<u>Deeds</u>____ Page ____9556___ in Vol. _____M89___ Oregon Veterans Building County Clerk 700 Summer Street, NE, Suite 100 Evelyn Biehn By Qautine muclenolore Salem, OR 97310-1239 Deputy. Fee. \$28.00 METER RECORDING, RETURN TO: C-21824 611-M (10-88) Page 5 of 5 CONTRACT NO. EM/mka

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