BETWEEN:	47	'21			<u>89_</u> Page 164
CONTRACTAGE DATED: AUGUST	Alixion -i.s.	ereconsectors di coccara e l	CON1		anna taona à fhaille (1905) (1915)
DATED: AUCUST .25 1989 BETWEEN: The State of Oregon Director of Verement Attrans SELLER AND: Ebger Skelting BUYER(S) Ch the torms and conditions set forth t clow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): BUYER(S) SEE ATTACHED ADDENDIM AV Subject only to the following encumprances: AV Subject only to the following encumprances: AV SEE ATTACHED ADDENDIM AV Ch State Address AV Ch State Address AV Ch State Address AV Address AV <		V0		a mante superior de la filie de la superior Anno 1997 - Anno 1997 - Anno Anno 1997 - Anno	
DATED: AUGUST _26 1989 BETWEEN: The State of Oregon Director of Vererens' Affairs SELLER AND:	i i in tes Mannies	en de la seconda de Seconda de la seconda de la		- Marine and American and American and American States and American St American States and American States	्वेच अर्थ व्यवस्थ व्यवस्थित व्यस्य म्हल्ड जन्म
BETWEEN:	DATED: _	AUGUST 25	<u>, 1989</u>		
BUYER(S) On the terms and conditions set forth bolow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDUM SUbject only to the following encumbrances: SUbject only to the following encumbrances: SEE ATTACHED ADDENDUM TAKERATACHED ADDEN	n fa sharin shirin ang s		by and t	hrough the	Sector and
Or the terms and conditions set for h teriow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDUM" Subject only to the following encumbrar ces: Tix STATEMENT Until a change is requested, all tax statements shall be sont to: TAKACCOUNT NUMSER(s):			a an	• • • • • • • • • • • • • • • • • • • 	n o sere la construcción de la cons La construcción de la construcción d
On the terms and conditions set forth balow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE_ATTACHED_ADDENDIM Subject only to the following encumprances: Subject only to the following encumprances: SEE_ATTACHED_ADDENDIM SEE_ATTACHED_ADDENDIM TX_STATEMENT Until a change is requested, all tax statements is hill be sont to: TAX_COUNT NUMSER(st: T77779 37685_Kitball_Rd, Matting address: Pexter, or 8 9431 Dexter, or 8 9431 Dexter, or 8 9431		MICE THAT I WE		Barner, i Hiller Lineret, i Villander i s Barner, i Barner, i Star	an a
C) the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDUM Subject only to the following encumbrances: SEE ATTACHED ADDENDUM T/X STATEMENT Until a change is requested, at tax statements shulb be cont to: Name of Bayer 7645 Kitaball Rd. Mailing Address Dexter, OR 97431 City State	19. Daly	n galanti a ta da			i and a second
C) the terms and conditions set forth t slow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDIM Subject only to the following encurbrances: Subject only to the following encurbrances: SEE ATTACHED ADDENDIM SEE ATTACHED ADDENDIM Subject only to the following encurbrances: Subject only to the following encurbrances: SEE ATTACHED ADDENDIM Main GAME	an ancastre part the tâ da post the last th				BUYER(S)
On the terms and conditions set forth t blow, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDUM Subject only to the following encumbrances: Subject only to the following encumbrances: Subject only to the following encumbrances: SEE ATTACHED ADDENDUM T/X STATEMENT Until a change is requested, all tax statements shift be sont to: Name of Bayer 37685 Kitaball Rd. Mailing Address Dexter, OR 97431 Ory State					n na haran da sa sana sa sana sa
On the terms and conditions set forth below, Seller agrees to sell and Buyer agrees to buy the following describ property (the "property"): SEE ATTACHED ADDENDUM Subject only to the following encumbrances: Subject only to the following encumbrances: SEE ATTACHED ADDENDUM TAX STATEMENT Until a change is roquested, all tax statements is shall be contto: Multi a change is roquested, all tax statements is shall be contto: Attaccount NUMSER(s): 44197 Dector, OR 97431 City State Zip	l is gt ye waale tees	n post – topolitico posed koda I	aletti para i Tan ken	ing an an ann an	· · · · · · · · · · · · · · · · · · · ·
SEE ATTACHED ADDENDUM Subject only to the following encumprances: T/X STATEMENT Intil a change is requested, all tax statements is in liber out to: Norme of Bayer TA (ACCOUNT NUMBER): 777779 77779	On the terms a	nd conditions set for	th below, Seller a	grees to sell and Buyer agrees t	o buy the following described
SEE ATTACHED ADDENDUM AVX Subject only to the following encombrances: SEE ATTACHED ADDENDUM TVX STATEMENT Until a charge is requested, all tax statements shall be sent to: Regret 1. Skelton Name of Bayer Attact Attact Attact Decter, or 97431 City State Zip	en nord tyde fater fe	an the brid west were	: : : : : : : : : : : : : : : : : : :	The sublice, the state of the same same	ารการแก่ง 1995 - ราชาวิตราช (การการการการการการการการการการการการการก
SEE ATTACHED ADDENDUM Subject only to the following encumprarces: SEE ATTACHED ADDENDUM TX STATEMENT Until a change is requested, all tax statements shull be point to: Name of Bayer Atta97 City State Zip		1. 推动的标志 计推动分析 人名马克	医筋膜囊 网络香水豆花树 医杜拉树的	李治,你们这些快快长 自经后,你能让你们的好。"	in the second
Subject only to the following encumbrances: Sibject only to the following encumbrances: SEE ATTACHED ADDENDUX TAX STATEMENT Until a change is requested, all tax statements is shall be sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 Additional and a statements of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 Additional and a statements of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 Additional and a statements of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 TAX ACCOUNT NUMBER(s): 777779 Additional and a statements of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 Additional and a statements of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 TAX ACCOUNT NUMBER(s): 777779 Additional and a statement of the sont to: Konger L. Skelton Name of Buyer TAX ACCOUNT NUMBER(s): 777779 TAX ACCO	SEE .		(4) (1) (2) (3)		
Subject only to the following encumbrances: SEE ATTACHED ADDENDUM SEE ATTACHED ADDENDUM TX STATEMENT Until a change is requested, all tax statements shall be cont to: Roger L. Skelton Name of Bayer 37685 Kimball. Rd. Maling Address Maling Addres	in an	an di sana ang ang sana sana sana sana sana s	men, energiado paras	ni in an	ulter a taxitelis titeras are
Subject only to the following encumbrances: SEE ATTACHED ADDENDUM TX STATEMENT Until a change is roquested, all tax statements shall be sent to: TA CACCOUNT NUMBERIES: 177779 44197 Dexter, OR 97431 City State Zp P		.03**** 3** (****)			, to converse the transfer to the second
Subject only to the following encumbrances: SEE ATTACHED ADDENDUM TX STATEMENT Until a change is requested, all tax statements shull be sont to: TAX ACCOUNT NUMSER(s): 	ing a say wat she fit with the say wat she wat the say wat say wat she wat the say wat say wa Na wat say wat s				$\sum_{j=1}^{m} (1+j) = \sum_{j=1}^{m} (1+j) = \sum_{j$
SEE ATTACHED ADDENDUM TIX STATEMENT Until a change is requested, all tax statements shall be sent to: TAX CACCOUNT NUMBER(s): 777779 TAX CACCOUNT NUMBER(s): 777779 TAX CACCOUNT NUMBER(s): 777779 TAX COUNT NUMBER(s): 777779 777779 77779 777779 777779 777779<	in a A DE BANKE HARAN				
SEE ATTACHED ADDENDUM Tix StateMent Tix StateMent Until a change is requested, all tax statements is shall be sent to: Account NUMBER(s): 777779 State Attag Bexter, OR 97431 City State City State Zip	Subject only to	the following encum	brarices:	in Hours for the only in the Ay in the	and the state of the
T/X STATEMENT Until a change is roquested, all tax statements shall be sont to: TA (ACCOUNT NUMBER(s): 777779 44197	- इत्य प्रदेश के देखें से किस्तु है है। इत्य	a right at a faire anns a' a' Anns a' anns a'		A CHARLENCE A PARA POLICE COLOR	nergen og fill for de strukture en som en en fill for en en de strukture til som en en en fill for andere som en en som som som som som som som som som en en en en en som
T/X STATEMENT Until a change is roquested, all tax statements shall be sont to: TA (ACCOUNT NUMBER(s): 777779 44197	SEE /	ATTACHED ADDENDU	an a		n in strikkninger i tige Reininger
TIX STATEMENT Until a change is roquested, all tax statements shall be sont to: Roger L. Skelton Name of Buyer 777779 37685 Kinball Rd. 44197 Dexter, OR 97431 City State Zlp	gin a bruennde				
TIX STATEMENT Until a change is requested, all tax statements sixell be sont to: TA & ACCOUNT NUMBER(s): 	an Agginan (an an an	n 1945 - Calendary Anna (1945) Anna (1945) - Anna (1945)	an an an taon a Taon an taon an t		ಸ್ಥಾನಕ್ರಿ ಸಂಗ್ರೆಸ್ ಸಂಗ್ರೆಸ್ ಕ್ಷೇತ್ರಿ ಸಂಗ್ರೆಸ್ ಸ್ಥಾನಿಗಳು ಸ್ಥಾನ
TIX STATEMENT Until a change is requested, all tax statements sixell be sont to: TA & ACCOUNT NUMBER(s): 	tra i e a estrulo. Na composición deservo	an an constants and constants Constants of the second	the state of the s	 A second state of the second stat	
TAX STATEMENT Until a change is requested, all tax statements shall be sont to: <u>Roiser L. Skelton</u> <u>Name of Buyer</u> <u>777779</u> <u>37685 Kimball</u> Rd. <u>44197</u> <u>Dexter, OR 97431</u> <u>City State Zip</u>	Mar and the	in an	a Agitust siya a -	"" "我们的你们还是我 ^{们的,我} 我是我们算你们的你的吗?"	e e e e e e e e e e e e e e e e e e e
TX STATEMENT Until a change is requested, all tax statements signified sont to: Roger L. Skelton Name of Boyer 37685 Kimball Rd. Mailing Address Mailing Address Mailing Address Mailing State Zip					n in de la companya de la companya En la companya de la c
TX STATEMENT Until a change is requested, all tax statements shall be sent to: Roger L. Skelton Name of Bayer 37685 Kimball Rd. 44197 Dexter, OR 97431 City State Zip		1) 			1 1.20 CM
T/X STATEMENT Until a change is requested, all tax statements shall be sent to: Roger L. Skelton Name of Buyer 37685 Kimball Rd. Mailing Address 44197 Dexter, OR 97431 City State Zip	antina antina antina a Nata kasar a sa thaka	na anna an taoine an	n - Frank and a start and a	na series de la companya de la comp Nome de la companya d	Rikers Markers and States an
TAX STATEMENT Until a change is requested, all tax statements shall be sent to: ROPET L. Skelton Name of Buyer 37685 Kimball Rd. 44197 <u>A4197</u> <u>Dexter, OR 97431</u> <u>City State Zip</u>		e la tra fra constanca i	Late Road States	grantation and all an observe	a sa
Until a change is roquested, all tax statements shall be nont to: <u>Roger L. Skelton</u> Name of Buyer 37685 Kimball Rd. <u>A4197</u> <u>Dexter, OR 97431</u> <u>City State Zip</u>	The erase	alen der der sichtet	Ansekatur - sydet	建立了 法推动公司 网络小姐的第三人称单数	and the states of while a state of the states. An and the states are states are s
Roger L. Skelton Name of Boyer 37685 Kimball Rd. 44197 Dexter, OR 97431 City State Zip	and the second	 Four states are solved. 	er al navier e sur c	<pre>interaction of end of the second s second second sec</pre>	1
TA (ACCOUNT NUM3ER(s): 777779 37685 Kimball Rd.	general and a second	sol i suaroa Pinenga	and a second		1 Pinior
44197 <u> <u> <u> </u> <u> </u></u></u>	TAX ACCOUNT NUM	3ER(s): 777779	A.1. 18 01 (37685 Kimball Rd.	の一般の日本では、1995年1月1日(1995年1月) 1995年1日(1995年1月)、1995年1月日(1995年1月) 1995年1日(1995年1月)、1995年1月)、1995年1日(1995年1月)
<pre>pit/mailHow it control and a state and a state it and it is an an and it is an an and it is an an</pre>		विश्वविति सिद्धवेश्वर स्टबं रहेव छ	Yezh and Fryzenski.		Address
e service and the service of the ser				City S	tate Zip
and the second difference of the second s	(1995年) 1997年 - 1997年 - 1997年 - 1997年 	10.0000030040040048 			and the standard states where
671-M (10-88) 3 E-911 5	611-M (10-88)				Cheese Page

IIII I MAIIII

24 ATHA BUAR T 16475A-80

ESTE

P. D.d	£	$r \sim 0$	4227		한 물건		
GECTION T.	PURCH	ASE PRIC	E: PAYME	NT	금독합문헌	€ 80100.	

1.1 TOTAL PURCHASE PRICE. Buyer agrees to pay the per thr sum of \$1,2500,00as the total purchase price for the property.

PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: 1.2

Solier acknowledges receipt of the sum of $\frac{1,238,00}{2}$ ____ from Buyer, as down payment on the purchase price.

Buy ar 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 OFIS 407.375(3). The value of the improvements will not be subtracted from the purchase price nor subtracted from the contract balance.

The balance due on the Contract of $s_{16}, 212.00$ ----shall be paid in payments beginning on the first day of

19_89 The Inidal payments shall be \$_165:00------ each, including interest. In addition to that amount, <u>October</u> Buyer shall pay an amount estimated by Seler to be sufficient to pay taxes, when dua. Buyer also shall pay to Seller on demand any additional amounts which may be 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 Buy ar pays Seller for taxes and assessments, that payment will be subtracted from the balance due on the Contract. When Seller pays the taxes or associations, that amount will be added to the balance due on the Contract. 5 September 1, 2004

(vear) (month. day)

INTEREST RATE. The annual interest rate during the term of this Contract is variable; it cannot increase by more than one (1) percent except to maintain the solvency of the Department of Veterans' Affairs. The Seller may periodically change the interest rate by Administrative Rule pursuant to the provisions of ORS 407.375 (4). 1.4

The initial annual interest rate shall be ______2.0 ___ percent por annum.

1.5 RESERVATION OF MINERAL RIGHTS. D Minaral Rights are not being retained. 🖾 Mineral Rights are being retained. The property secured by this contrast is 10 acres or more, or is 3 acres or more and located in Clatop or Columnia County; so the Division of State Lands is withholding mineral rights. The legal description is amended to include the following reservation of mineral rights:

"Excepting and reserving to itself, its successors, and assigns all minerals, as defined in ORS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, explorating for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials, and geothermal resources. In the event use of the premises by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from state's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface rights owner at the time the state's lessee conducts any of the above activities."

N/A in the Circuit RIGHT OF REDEMPTION. Subject to the right of redemption arising from a Decree of Foreclosure in Case Number ____

Court of the State of Oregon for the County of ______N/A_____ Said redemption period ends in accordance with ORS 23.560.

In the case of such redemption, seller shall refund buyer the purchase price, plus interest at the rate of N/A--- percent per annum. This amount will be reduced by

N/A per month as a reasonable rental for the use of the property.

PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract at any time without penalty. 1.7

PLACE OF PAYMENTS. All payments to Suller shall be made to Department of Veterans' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-1201, 1.8 unless Sel er gives written notice to Buyer to make paymor ts at some other place.

1.9 WARRANTY DEED. Upon payment of the Latal purchase price for the property as provided 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 1 of this Contract and those placed upon the property or suffered by Buyer after the date of this Contract.

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 Buyer will permit Seller and its agents to entur the property ut relic onable 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 prc mptly comply with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this compliance, 3 yer shall promptly make all required repairs, alterations, and additions. Buyer may contest in good faith any such requirements and withhold complance during any proceeding, including appropriate appeals, so long as Seller's interest in the property is not jeopardize d.

SECTION 3. INSURANCE

PROPERTY DAMAGE INSURANCE. Buyor shall get and keep policits of fire insurance with standard extended coverage endorsements (and any other endorsoments 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 mad a with loss payable to Seller and Buyer, as their respective interests may appear.

In the event of loss, Buyer shall give immediate notice to Soller. Saller 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 it e cost to the balance due on the Contract. The insurance cost shall be payable to Seller on demand.

APPLICATION OF PROCEEDS. All process sol any insurance on the property shall be held by Seler. 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 rupair 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 thall 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 he repair or restoration of the property, shall be used to pay first accrued interest and then the principal balance due on the Contract. ILATE E. Produced

SECTION 4. EMINENT DOMAIN

If a condemning authority takes all or any portion of the property, Buyer ard 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 condomnation shall be treated as a taking of the property.

į.	ŧ	6	<u>_</u> ?	2000	

CONTRACT NO.

ADDENDUII TO CONTRACT OF SALE

16476

A tract of land situated in the $SW_{\pm}SW_{\pm}$ of Section 36, Township 36 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

LEGAL

C-22000 CONTRACT NO.

1973 Parkway, 26' X 56', Serial No. 24X60S3213UX

Together with the following described mobile home which is firmly affixed to the property:

TOGETHER WITH A Non-exclusive 50 foot easement for roadway purposes from the Southwest corner of the above described premises to State Highway No. 140 adjacent to the West boundary lines of Section 36, Township 36 South, Range 11 East of the Willamette Meridian, and Section 1, Township 37 South, Range 11 East of the Willamette Meridian.

Beginning at the Southwest corner of said Section 36; thence North along the West line of said Section 660 feet to the true point of beginning; thence East at right angle 1320 feet; thence Northwesterly beginning; thence South along said West line 660 feet to the point of of beginning.

ADDENDUM TO CONTRACT OF SALE

16477

ENCUMBRANCES

Recorded Book Page Granted to For	ding the terms and provisions thereof: March 4, 1963 JUne 21, 1963 346 223 Paciifc Power and Light Company Transmission and distribution of electricity 1, Twp 37 S., R 11 EWM.; S\2SE\2Sec. 35, S\2\2SW\2 R 11 EWM.)
Between And Dated Recorded Book Page	: March 7, 1972 : M-72 : 2461
by Chapter 308, Orego	
iranted to :	ng the terms and provisions thereof:- Telephone Line Right-Of-Way Easement Telephone Utilities of Eastern Oregon, Inc., an Oregon Corporation September 12, 1984 M-84

Recorded	
Book	
Page	

5.

Subject to rules and regulations of Fire Patrol District.

15698

:

C-22000 CONTRACT NO.

16478

This instrument shall constitute a sect of by a prement within the ny aning of the Uniform Commercial Code with respect to any personal property included within the description of the property. Upon request of S are 12 yer 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

- 5.1 EVENTS OF DEFAULT. Time is of the essence of this Contract. A default shall occur under any of the following circumstances:
 - (a) 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.
 - (b) Failure of Buyer to perform any other obligation in this Contract in addition to payment. Buyer must perform obligation within thirty (30) days after receiving Notice of Default from Seller. Such Notice shall specify the nature of the default.

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

- (a) Declare the entire balance due on the Contract, Including interest, immediately due and payable;
 - (b) Forecloso this Contract by suit in equity;
 - (c) Specifically enforce the tarms of this Contract by suit in equity;
 - (d) Exercise the rights and remedies of a secured part/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.
- (8) 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.
- (I) 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.
- (g) 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 disqualify a person from serving as a receiver. Upon taking possession of all or any part of the property, the receiver may:
 - (i) 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;
 - (ii) Collect all rents, revenues, income, issues, and profits from the property and apply such sums to the necessary expenses of use, operation, and management;
 - (iii) Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications that Sellar deems appropriate.
 - If the revenues produced by the property and insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as receiver deems nicessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by this Contract. Amount: Sorrowed from or advanced by Seller shall beer 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 repaid. Any amount borrowed shall be paid by Buyer on demand.
- (h) 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 ises. Payments by tenants or other users 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 seller soll apply the income first to the expenses of renting or collection and the balancy (if any) to payment of sums due form Buyer to Seller under this Contract.

enter strate

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

SECTION 7. SELLER'S RIGHT TO CURE

If Buyer faits to perform any obligation required of it under this Contract, Soller may, without notice, take any steps necessary to remedy such failure. Buyer shall reimburse Seller for all amounts expended in so cloincon demand. Such act on 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.

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 weiver 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 evants 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 coursel reasonably satis actory to Seller.

SECTION 10. SUCCESSOR INTERESTS

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 otherwise transferred, voluntarily or involuntarily, without the prior written or nsent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver 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 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

C-22000

CONTRACT NO.

1647/8

16474

for in Section 1, 1.3, in this Contract. Any attempted issignment in violation of this provision shall be void and of no effect with respect to Sellar. Buy in hereby waives notice of this contract granted by Sellar. Any other person at any time obligated for the performance of the terms of this Contract has been violated for the beneformance of the terms of this contract by such at any time obligated inder this Contract.

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 prescr Lad by Seller's duly a topted Oregon Administrative Rule 274-20-440.

enter a comparation of the state of the second of the seco

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 Con ract or such other address as either party may designate by written notice to the other.

SECTION 13. COSTS AND ATTORNEY FEES

Events may occur that would cause Seller cr Buyer to take some action, judicial or otherwise, to enforce or interpret terms of this Contract. Should such actions be taken, the prevailing party shall be entitled to recover from the other party all expenses reasonably incurred in taking such action. Such expenses shall include, but are not limited to the following costs:

- Cost of searching records,
- Cost of tille reports,
 - Cost of surveyors' reports,
 - · Cost of foreclosure reports,

• Cost of a tomey fees,

aa sa ka aha

whether incurred in a suit or action, in an appeal from a judgement or decree therein, or In connection with nonjudicial action.

SECTION 14. SURVIVAL OF COVENANTS

Any covenants, the full performance of which is not required prior to the closing or final payment of the purchase price, shall survive the closing and the final payment 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 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 FROPERTY

a she was that has

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 Intent 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 a scertained, 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 rupresentations with respect to such laws or ordinances. Parta 12 ar add Anara an add d ar she del ar add a bar a

regele en traj en en effectela en en entra sa con entra forma en en al arrelate estárile. Antipation (interview) to send the second second second second second (interview) to be a second secon

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND FIEGULATIONS. 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 agroements (including any sale or earnest money agreement) between the parties or their representatives relating to the property.

IN WITNESS WHEREOF, the part es have caused this Contract to be executed in duplicate as of the first day and year above SHEER IS LODGER written.

3

Emplotement and the part of the production of the state of the state of the state of the state of the

e fraktionalder blegenne allekka i de billege klantar skrivat fra stal ander de stalke skrivat klanter. Herefyn elefter hanne segne skrivet beref breet beref breet i start er skrivet beref an ne skrivet i skrivet sk

大路路路建筑路输拿出的公司机会 化化合合物

The sector of th

计正确的 计存储存储存储存储存储存储 化结合

nen half ener all the second country and the second BUVER(S): रे छ ् ROGER SKELTON Personal de la conserva

C-22000 CONTRACT NO.

Very post is to their

Page 4 of 5

189 J

4月10日1日日 611-M (10-88)

10,000,000,000,000

13.912

计分子分数数据 生物分子 in Sachin An State

16480 STATE OF USEGON 19 1<mark>0</mark>89 AUGUST 25 LANE County of ROGER SKELTON Personally appeared the above named. and acknowledged the foregoing Contract to be his (their) voluntary act and deed. Before me: Notary Public For Oregon My Commission Expires: August 29, 1990 SELLER: Director of Veterans' Affairs near p Title STATE OF OREGON 10 County of Personally appeared the above named and, being first cuty sworn, did say that he (she) is duy aut porized to sign the foregoing Contract on behalf of the Department of Veterality Affairs by authority of its Director. mater 2418 Before me: Notary Public For Oregon My Commission Expires: 12.9.90 CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY STATE OF OREGON. SS. County of Klamath Filed for record at request of: Evergreen Land Title Co. on this ______ day of _____ A.D., 19 89 ____o'clock _____A_M. and duly recorded at 11:25 AFTER RECORDING RETURN 10: _____of ____Deeds ____Page ____16474 Department of Veterans' Affairs County Clerk Evelyn Biehn Oregon Veterans Building auline mullindare By \sim 700 Summer Street, NE, Suite 100 Deputy. Salem, OR 97310-1239 Fee, \$38.00 AFTIHIS PEOSIDING, FILLEN TO 611-M (10-88) C-22000 Page 5 of 5 CONTRACT NO. CM/bco/OLC