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LSQS1-1.20	
SECTION 1. PURCHASE PRICE; PAYMENT, 1.1 TOTAL PURCHASE PRICE: Buyer agrees to pay Seller the sum of \$25.011.00	
1.1 TOTAL PURCHASE PRICE. Buysi og occurr 1	CCCNND-
 PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: PAYMENT OF TOTAL PURCHASE PRICE. The total purchase price shall be paid as follows: Seller acknowledges receipt of the sum of \$<u>6,300.00</u> from Buyer, as down Seller acknowledges receipt of the sum of \$<u>6,300.00</u> 	n payment on the purchase price. Or 10001100
	ient. Form 590-M, signed this date. Completion of the agreed-
Buyer shall make improvements to the property in according 375(3) The value of the improvements will r	NOT DE SUDU ACTEC II CHIL
the contract balance. 18711.00 shall be r	paid in payments beginning on the
pon improvements will satisfy the equity requirements of OHS 407.050(5). The balance. The balance due on the Contract of \$ <u>18,711.00</u>	- the interest in addition to that amount.
91 The initial payments shall be \$ 169.00 -	
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Buyer shall pay an amount estimated by Selia to be sumean a pay an amount estimated by Selia to be sumeans. 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 ar The total monthly payments on this Contract shall change if the interest rate changes or if the taxes ar of the total monthly payments on this contract shall change if the interest rate changes or if the taxes ar the total monthly payments will not be held in reserve by Seller. When Buyer pays Seller for tax	nd assessments change. The money paid by Buyer to Seller for
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 the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxe the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxe the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxe the payment of taxes and assessments will not be held in reserve by Seller. When Buyer pays Seller for taxes the payment of taxes and assessments will not be held in reserve by Seller.	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 cann solvency of the Department of Veterans' Affairs. The Seller may periodically change the interest rate by Adr	not increase by more than one (1) be call as of ORS 407.375 (4). ministrative Rule pursuant to the provisions of ORS 407.375 (4).
1.5 RESERVATION OF MINERAL RIGHTS. I Mineral Rights are not being retained.	Aneral Rights are being retained. The property in the property is the legal bivision of State Lands is withholding mineral rights. The legal
exerting to a line of minoral rights	
description is amended to more a successors and assigns all minerals, as defined in ORS 273.7/5(1),	reasonably necessary for prospecting for, explorating for, mining,
Contact of the same ded to include the following reservation of ministra rights: description is amended to include the following reservation of ministra rights: "Excepting and reserving to itself, its successors, and assigns all minerals, as defined in ORS 273.775(1), "Excepting and reserving to itself, its successors, and assigns all minerals, materials, and geothermal resour resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), and removing, such minerals, materials, and geothermal resources, and such as the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be r r r subjecting as a surface as may be r r subjecting as a subjecting as a subjecting as a subjecting as	rces. In the event use of the premises by a surface rights owned
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Would be damaged by one and an the actual use by the surface rights officer at the	
Experience of the right of redemption arising from a Decree of the	UN 000 02 560
1.6 RIGHT OF REDEMPTION. Subject to the right of redemption arising from a Decree of red NA Said redemption period e Court of the State of Oregon for the County of	ends in accordance with UHS 23.000.
	NA percent per attituit. This attrout
In the case of such redemption, seller small return cup of the property.	n para dan sebagai na s Na sebagai na
NA per month as a reasonable rental for the use of the property 1.7 PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract 1.7 PRE-PAYMENTS. Buyer may prepay all or any portion of the balance due on the Contract	ct at any time without penany.
to Opling shall be made to USDat itter of Votorana	s' Affairs at 700 Summer Street, N.E., Salem, Oregon 97310-120
1.8 PLACE OF PAYMENTS. All payments to Seller shall be made to Department of the place. unless Seller gives written notice to Buyer to make payments at some other place.	Constants in the second where the second
unless Seller gives written house to buyer to	ted by this Contract and performances by Edger for those liens at
1.9 WARRANTY DEED. Upon payment of the total purchase pice to the total purchase pice to the total purchase pice of total purchase pice pice of total purchase pice of total purchase pice o	Buyer after the date of this Contract.
encumbrances reteried to on pag-	-certain houroupt th
SECTION 2. POSSESSION; MAINTENANCE MUCHAGGA GARDATTA	date of this Contract. It is understood, and agreed, nowever, understood, and agreed, nowever, understood agreed, nowever, nowever, nowever, nowever, nowever, nowever, nowever, n
2.1 POSSESSION. Buyer shall be entitled to possession of these to inspect the property.	Buyer shall not permit the premises to be vacant to more plant and
Puntor shall not permit any master of the second of any frees, not removed of any frees, not removed	
2.3 COMPLIANCE WITH LAWS. Buyer shall promptly comply with all laws, ordinances, regulation of the property. In this compliance, Buyer shall prompt authorities applicable to the use or occupancy of the property. In this compliance, Buyer shall prompt contest in good faith any such requirements and withhold compliance during any proceeding, including a contest in good faith any such requirements.	appropriate appeals, so long as Seller's interest in the property is
authorities applicable to the use of occupants and withhold compliance during any proceeding, including a	
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SECTION 3. INSURANCE	ice with standard extended coverage endorsements (and any o
3.1 PROPERTY DAMAGE INSURANCE. Buyer shall get and need pointer on the	as their respective interests may appear.
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application of any contract dive immediate notice to Seller. Seller may make proof of loss in buyer	The insurance cost shall be payable to Seller on Demand.
endorsements require of or cause. Insurance shall be made with loss plaubic to application of any co-insurance clause. Insurance shall be made with loss plaubic to application of any co-insurance data in the event of loss. Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer in the event of loss. Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer insurance in force. Seller may obtain insurance, and add the cost to the balance due on the Contract. Insurance in force. Seller may obtain insurance, and add the cost of any insurance on the property shall be 3.2 APPLICATION OF PROCEEDS. All proceeds of any insurance on the property shall be repaired to restoration. If Buyer chooses to the property in a manner satisfactory to Seller.	a held by Seller. If Buyer chooses to restore the property, Buyer
3.2 APPLICATION OF PHOCEEDS, or in a ranner satisfactory to Select	at to restore the property, Seller shall keep a sufficient amount
repair or replace the damaged or destroyed portion of the property in restoration. If Buyer chooses i	eeds to Buyer. Any proceeds which have not been paid out with
Buyer from the institution of the under this Contract, and shall pay the balance of the propi	erty, shall be used to pay first accided interest
proceeds to pay an ancent which Buyer has not committed to the repair of restaurs	
balance due on the Contract.	in proportion to the values O
days after their receipt, and wind the second secon	are in the condemnation proceeds in proportion to the tailed of
SECTION 4. EMINENT DUMAIN If a condemning authority takes all or any portion of the property, Buyer and Seller shall sh respective interests in the property. Sale of the property in lieu of condemnation shall be treated as	a taking of the property-
respective interests in the property. Sale of the property	611-M (10

C-22553 CONTRACT NO.

2505

LEGAL

PARCEL 1:

A parcel of land situated in the W 1/2 of the SE 1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the South quarter corner of said Section 27; thence North 89 degrees 46' 39" East 662.79 feet to the true point of beginning; thence North 00 degrees 17' 12" West 329.89 feet; thence East 662.39 feet; thence South 00 degrees 21' 21" East 327.33 feet; thence South 89 degrees 46' 39" West 662.79 feet to the point of beginning. (Bearings based on Survey #1829, filed with the Klamath County Engineer's office).

PARCEL 2:

A parcel of land situated in the W 1/2 of the SE 1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon and being more particularly described as follows: Beginning at the South quarter corner of said Section 27; thence North 89 degrees 46' 39" East 662.79 feet; thence North 00 degrees 17' 12" West 329.89 feet to the true point of beginning; thence North 00 degrees 17' 12" West 328.90 feet; thence East 661.99 feet; thence South 00 degrees 21' 21" East 328.91 feet; thence West 662.39 feet to the point of beginning. (Bearings based on Survey #1829, filed with the Klamath County Engineer's office.)

'Jogether with Water Rights Permit G-8653.

ADDENDUM TO CONTRACT OF SALE

ENCUMBRANCES

1. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property may be subject to additional taxes for penalties and interest.

2506

2. Subject to rules and regulations of Fire Patrol District.

3. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

4. Conditions	and Restrictions in Deed
Recorded	: July 22, 1954
Book	: 268
Page	: 209

5. Agreement, including the terms and provisions thereof: Regarding : Mineral oil and Gas rights Between : Rollin E. Cook and Helen B. Cook, husband and wife And : Hardy G. Hand and Betty P. Hand, husband and wife Recorded : July 22, 1954 Book : 268 Page : 209 which cites in part as follows:

"...it is agreed that the sellers retain an undivided ½ interest in all of the mineral, oil and gas rights on the premises, together with the privilege of ingress and egress for the purpose of taking and removing the same."

6. Easement	as disclosed by	y instrument:		
For	: 30 foot	t road easement along	the West side	
Recorded	: Novembe	er 19; 1979		
Book	: M-79			
Page	: 27153		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -	
(Affects Par	cel 2)			

7. Easement as disclosed by instrument: For : 30 foot road easement along the West side Recorded : November 19, 1979 Book : M-79 Page : 27154 (Affects Parcel 1)





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ON 5. SEC	URITY AGHEEN	titute a security agreemen	within the meaning of an	e Uniform Commercial Que y financing statements in the fo aller may at any time file copies on demand from Seller, assemb efault shall occur under any of 1	of the Contract as financing	make it available to Seller.	
This Insur	Union Chaop	regulast of Seller, Days	portration from buyer, or	tom Seller, assonne		and the stand of the	
iption of the	its at Buyer's ex	perise. within three (3) days of toest	and the second	- decumstances:	1	
e statemen the terms	of this Contract,	Bujo	and an arriver that the second	any of I	the following - shall be requi	red if during any thomas	
TION 6. DE	FAULT	and the ess	ince of this Contract. A d	efault Snah Course No notice of default and no opport yer concerning non-payment or tract in addition to payment. B secily the nature of the default.	ortunity to cure share this Cor	ntract. (30) days after	r 🛛
6.1 E	- IFNTS OF DET	AULII	nt when Dayment is the	and appropriate and an	-> morform Obligauo	n within thirty (cor)	
	(a) Failure O	f Buyer to make any per	nt three (3) notices to Ed,	ver concernment. B htract in addition to payment. B becify the nature of the default. the any one or more of the follow			
	month p	ariou School perform any of	ner obligation in the shall sp	ecify the nature of the contract		a charles a mars	ea - M
	(b) Failure	a Notice of Default from S	Mer. Such -	secify the hands we any one or more of the follow nterest, immediately due and pa	ving steps:	1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -	
		and the event of	a delaunit	storest immediately duo and			
6.2	REMEDIES ON	DEFAULT. In the due on	the Contract, including in	ke any one or more of the following hterest, immediately due and pe- juity: wided by the Uniform Commerci sonal property in which Seller hi sof five (5) cents per dollar of the	$\sum_{i=1}^{n} a_{i} = \sum_{i=1}^{n} a_{i} $		rith
	(a) Declare	a the one in	equity:		mov exercise	these rights and remotion a	
	(b) Forecli	ose this Contract by suit in ically enforce the terms of	this Contract by Suit in Co	vided by the Uniform Commerci- sonal property in which Seller has ad five (5) cents per dollar of the ther Seller gives written notice to the Seller gives written notice to	as a security interest.	elle to make any payment wit	thin
it. See	(c) Specif	ically entropy and remedies	of a secured party us pers	ional property in which salid the	payment in the event Buyer to	ans to many the	
	(d) Exerci	ct to any part of the proper	The charge will not excee	sonal property are dollar of the ad five (5) cents per dollar of the ther Seller gives written notice to de prior to the time stated: At th shall then be entitled to immedia shall then be erconerty up to the	notention to	o do so, unless the performa	this
	(a) Choo	se to impose a late charge.	Itte citor 3 -	Collor gives written notice to	o Buyer of Seller's Internet	s, all of Buyer's rights under	nade
	(e) Choo 10 da	iys after it is due.	thirty (30) or more days at	ad five (5) can be be defined as the second	he end of the propert	y. All payments pro	-
	(f) Decla	are this Contract to be	tendered or accompliant	shall then be entitled to inimedia	time of default.	ether or not the apparent val	10 9U
	then						
	toS	eller by Buyer may be kep	he optitled to the appoint	ment of a receiver as the approximation of a receiver appr	ointed may serve without be	ver may:	and
	100	state receiver. Seller shall	De eline balanca due on	ther Seller gives written librics ed prior to the time stated. At it shall then be entitled to immedia rental of the property up to the ment of a receiver as a matter of the Contract. Any receiver apport the Contract. Any receiver and the Contract. Any receiver and the Contract.	art of the property, the	ditures for all maintenance	
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	dis						
		Use, operate, managed	the receiver's judgement	are property and	apply such sums to the	may nay all bills,	borrow
	(ii)	and management		piopo	15 tildt official	- Coller OI Union	in all the s
		Complete any consu	any cha	inges in plant	he receiver may both	ant of such sums shall be	lindo 4
	() ()	funds, employ contra	ictors, unterproperty are	e property, at Selier's optimisation anges in plans and specification insufficient to pay expenses, it be used for the purposes state ranced by Selier shall bear inter- rowed or advanced until the am	d in this paragraph. Hopey	lance on this Contract. Incon	Buyer on
an te si	and the state	if the revenues proc	There curos shall	De usue	estatuto	POLLOWOO SULLEY	
	e san tan						
	(h)	Elect to collect all rents, re	property and collect the	ty Seller may collect the incom	e either through the E	Buyer irrevocably dous sives Seller permission to	negotiate
		operate and manage the	Income from the property	and profits (the "Income") from i Income from the property. In t ty, Seller may collect the income directly to Seller. If the income on to endorse rent or fee check	s in Buyer's name. Buyer als	hall satisfy the obligation for	renting or
		Buyer Strend	ents of relits of the	an to endorse rent of the	sooned to Seller S using	Eret to the expenses of	
		Buyer's attorney-in-fact	tees. Payments by tenan	Income from the property. In <i>I</i> ty. Seller may collect the income directly to Seller. If the income on to endorse rent or fee check the or other users to Seller in re- grounds for the demand existe proute to Seller to	d. Seller Shan Opp J	10 TO IN Addition to BIV	other such
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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 tor in Section T, 1.3, in this Contract. Any attempted assignment in violation or this provision shall be void and or no effect with respect to Seller, Buyer reliably waves toking 0, 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. Any other person at any time obligated for the performance of the terms of this Contract as hereby waves such notice and consent. Any such extensions for modifications will not in any wave such as the performance of the terms of this contract and the performance of the terms of this contract as hereby waves such notice and consent. Any such extensions for modifications will not in any wave such as the performance of the peri SECTION 11. TRANSFER FEE CONTINUES IN COMPANY AND A CONTINUES OF A

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.

SECTION 12. NOTICE TO THE REPORT OF A DESCRIPTION OF A DE

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.

SECTION 13. COSTS AND ATTORNEY FEES Events may occur that would cause Seller or Buyer to take some action, judicial or otherwise, to enforce or interpret terms of this Contract. Should such 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 inis Contract by several and limited to the following costs: and the second state of the second second

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w all a some a series or attended and the second second and worked 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.

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. to visit in the Second Second

SECTION 16. REPRESENTATIONS; CONDITION OF PROPERTY

Buyer accepts the land, buildings, improvements, and all other aspects of the property, and any personal property sold under this Contract, in their present condition, AS IS. Present condition includes latent defects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this Contract or are in writing signed by Seller. Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zoning, building, housing, and other regulatory ordinances and laws. Buyer also agrees to accept the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the and laws, buyer also agrees that Seller has made no representations with respect to such laws or ordinances.

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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 to any to away a element of the rate of the process that of the property to any the area of the property of the prope

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the first day and year above anytay ashirith

written. BUYER(S): not meaning of www. antenne analysis a somoth 0 Richard S. Jordan landel de verdauliet de glifter uis en panners herris mark marken en an an an anner state et en se anne NERTHON NOT CLUDDER DE MONIDER

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C-22553 CONTRACT NO.

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STATE OF OREGON) ss County of _____ Deschutes 2509 Feb. 8 19 91 Personally appeared the above named Richard S. Jordan and Bette J. Jordan and acknowledged the foregoing Contract to be his (their) voluntary act and deed. Before me Notary Public For Oregon My Commission Expires 17-94 OFFICIAL SEAL 102:2014 TAMMY BREWER NOTARY PUBLIC - OREGON COMMISSION NO. 000838 SELLER: MY COMMISSION EXPIRES AUG. 17, 1994 Director of Veterans' Affairs By___ Monager Title STATE OF OREG anuary 28, 19 91 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 Martin Station 10 11 7 Eller Before me: MON Notary Public For Oregon My Commission Expires: 8-27-92 CONTRACT OF SALE FOR COUNTY FECORDING INFORMATION ONLY Summer Contraction STATE OF OREGON, County of Klamath Filed for record at request of: Klamath County Title Co. 11th day of <u>Feb.</u> A.D., 19 91 on this at <u>2:13</u> o'clock ____M. and duly recorded in Vol. M91 of <u>Deeds</u> _ Page _2503 Evelyn Biehn County Clerk By Qauline Mullis AFTER RECORDING RETURN TO: Deputy. Fee. Department of Veterans Affairs \$38.00 Oregon Veterans Building de la 700 Summer Street, NE, Suite 100 AFTEN RECORDING, RETURN TO: C-22553 CONTRACT NO. Page 5 of 5 EM/cr/ Bu 611-M (10-88)