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AND:	HUGH G, KISER		SELLER
	SYLVIA K. KISER, husband	andwife	
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REMEDIES ON DEFAULT in the event of a default. Seller may take any one or more of the following steps: id sector res(a) ison Declare the entire balance due on the Contract, including interest; immediately due and payable;



- (b) Foreclose this Contract by suit in equity; (c)
 - Specifically enforce the terms of this Contract by sult in equity; (d)

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. (e)

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 (f)

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. (q)

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:

- 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, (ii)

Complete any construction in progress on the property, at Seller's option. To complete that construction, receiver may pay all bills, borrow (iii)

funds, employ contractors, and make any changes in plans and specifications that Seller deems appropriate. If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as

receiver deems necessary. These sums shall be used for the purposes stated in this paragraph. Repayment of such sums shall be secured by this Contract. Amounts borrowed from or advanced by Seller shall bear interest at the same rate as the balance on this Contract. Interest shall 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 (h) 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 irrovocably 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 collection and the balance (if any) to payment of sums due from Buyer to Seller under this Contract.
- REMEDIES NONEXCLUSIVE. The remedies provided above shall not exclude any other remedies provided by law. They are in addition to any other such 6.3 remedies

SECTION 7. SELLER'S RIGHT TO CURE

If Buyer fails to perform any obligation required of it under this Contract, Seller may, without notice, take any steps necessary to remedy such failure. Buyer shall relimburse Seller for all amounts expended in so doing on demand. Such action by Seller shall not constitute a waiver of the default or any other right or remedy which Seller

SECTION 8. WAIVER

Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. If a party waives a breach of any provision of this Contract, the waiver applies only to that specific breach. It does not apply to the provision itself.

SECTION 9. INDEMNIFICATION

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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

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 consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers

As a condition to such consent, Seller may increase the interest rate under this Contract from the date of the transfer. Any increase in the interest rate under this Contract shall entitle the Seller to increase monthly payments. Monthly payments may be increased to the amount necessary to retire the obligation within the time provided for in Section 1, 1.3, in this Contract. Any attempted assignment in violation of this provision shall be void and of no effect with respect to Seller. Buyer hereby waives notice of and consent to any and all extensions and modifications of this Contract granted by Seller. Any other person at any time obligated for the performance of the terms of this Contract also hereby waives such notice and consent. Any such extensions or modifications will not in any way release, discharge, or otherwise affect the liability of any

SECTION 11. TRANSFER FEE

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

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Any notice under this Contract shall be in writing and shall be effective when actually delivered in person or ten (10) days after being deposited in the U.S. mail, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

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S. S. C. 4.1.

STATE OF OREGON ×63(Klamath County of February 12 19 86 Personally appeared the above named_ Hugh G. Kiser and Sylvia K. Kiser, husband and wife and acknowledged the foregoing Contract to be his (their) voluntary act and deed. Before me: My Commission Expires: 8/27/87 Notary Public For Oregon SELLER: Director of Veterans' Affairs Manmannine Provident FRED BLANCHFIELD Manager, Loan Processing/Servicing STATE OF OREGON Title Deschutes County of___ January 28 86 Personally appeared the above named ... Fred Blanchfield and, being first duly sworn, did say that he (AKC) is duly authorized to sign the foregoing Contract on behalf of the Department of Veterans' Affairs by Money Charles and Andrews 1 \$ 1 ea Before me: Notary Public For Oregon My Commission Expires: CONTRACT OF SALE FOR COUNTY RECORDING INFORMATION ONLY CALIFORNIA STATE OF OREGON, STEVENE-NESS LAW PUB. CO., PORTLAND, ORE. County of San Derman 89 BE IT REMEMBERED, That on this 4 day of Jebruary, 19 14, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MICHAEL G. KISER - Only -, who growed to me an Do Davelos Satisfactore Audenie me to be the identical individual described in and who executed the within instrument and k IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. OFFICIAL SEAL RICHARD J MATHIAS OTARY PUELIC - CALIFORNIA martico SAN BERMARDINO COUNTY My comm. expires MAR 10, 1987 Notary Public for Oregon. California My Commission expires AFTER RECORDING, RETURN TO: **DEPARTMENT OF VETERANS' AFFAIRS 155 NE REVERE AVENUE** BEND, OREGON 97701 C06647 CONTRACT NO. Page 5 of 5

ADDENDUM TO CONTRACT OF SALE

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KISER, Hugh G. KISER, Sylvia K. Contract No. CO6647

1. Easement and Release of damages, including the terms and provisions thereof, given 1. Easement and Kelease of damages, including the terms and provisions thereof, given by Lela R. Bonham and V. R. Bonham, her husband, to The California Oregon Power Company, a California Corporation, dated August 27, 1930, recorded January 15, 1932, in Deed ""I'me of page 505 and 506 meaning of Viemath County Oregon relative to raising and/or Volume 96 page 585 and 586, records of Klamath County, Oregon, relative to raising and/or lowering the waters of Upper Klamath Lake and Klamath River between the elevations of 2. Access restrictions, including the terms and provisions thereof, conveyed by Everett L. Leach, et al., to State of Oregon, by and through its State Highway Commission by deed recorded March 26, 1969, in Volume M-69 page 2189, Microfilm records of Klamath 3. Reservations and restrictions contained in the dedication of Midland Hills Estates, as follows: "...Said plat subject to: A 20-foot to 25 foot building set-back line along all streets as shown on the annexed plat, public utility easements as shown on the annexed plat, said easements to provide ingress and egress, restrictions as provided 4. Declaration of Conditions and Restrictions for Midland Hills Estates recorded April 29, 1970, in Volume M-70 on page 3339, Microfilm records of Klamath County, Oregon. Return to:

Department of Veterans' Affairs 155 NE Revere Avenue Bend, OR 97701

Tax Statements to:

DVA Salem, OR 97310

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