

Notwithstanding to whomsoever the same may be assigned, the mortgage shall remain in full force and effect.

30. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer, in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures made in so doing, including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the mortgage, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

Up to the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same in the manner and to the extent provided in ORS 407.020.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witness my hand and seal of office this 15th day of June, 1978.

IN WITNESS WHEREOF, the mortgagors have set their hands and seals this 15th day of June, 1978.

James V. Davis (Seal)  
Nancy J. Davis (Seal)

**ACKNOWLEDGMENT**

Before me, a Notary Public, personally appeared the within named James V. Davis and Nancy J. Davis and acknowledged the foregoing instrument to be their voluntary act and deed.

My Commission expires 6-16-81

**MORTGAGE**

TO Department of Veterans Affairs L. M90554

STATE OF OREGON

County of Klamath

certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. 12786 on the 15th day of June, 1978. WM. B. MILNE Klamath County Clerk

June 15, 1978 11:03 A

Klamath Falls, Oregon

County Klamath

Deputy Shirley A. Hetch