

20304

8. Mortgagor shall be entitled to all taxes released, same to be applied upon the indebtedness.

9. Not to lease or rent the premises.

10. To promptly notify mortgagor in writing of copy of the instruments all payments due from the date of default.

The mortgagor may, at his option, make no change reducing the principal amount of the note provided in the instrument and shall be secured by this note.

Default in any of the covenants above than those specified in the application shall cause the entire indebtedness of the mortgagee subject to foreclosure.

The failure of the mortgagor to do any branch of the covenants.

In case of foreclosure is commenced, resulting in connection with such foreclosure:

When the breach of any covenant reflects the rights issues and penalties and have the right to the appointment of a receiver.

The covenants and agreements herein being of the respective parties hereto.

It is distinctly understood and agreed that OESI 407.070 is effective and issued or may hereafter be issued by the State of Oregon. The insurance shall be applicable herein.

8. Mortgagor and mortgagesship of the premises or any part or interest in same, and to refer to the mortgagee, a purchaser shall pay interest as prescribed by ORS 407.070 on the amount so expended or the expenditure of any portion of the loan for purposes of a transfer of ownership of the premises given before the expenditure is made, and to all other respects this mortgage shall remain in full force and effect.

9. In case of default of the mortgagor, perform same in whole or in part and all expenditures made by attorney to secure compliance with the terms of the mortgage or the note shall be paid by the mortgagor.

10. Any attorney fees set forth will not constitute a waiver of any right arising from a default for the cost of a title search, attorney fees, and all other costs.

11. Mortgagor, the mortgagee shall have the right to enter the premises, take possession of same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall be entitled to collect same.

12. I extend to and be binding upon the heirs, executors, administrators, successors and assigns of this note and any subsequent assignments thereto and to all rules and regulations which have been adopted by the Department of Veterans' Affairs pursuant to the provisions of ORS 407.070.

13. I include the signature, and the singular the plural where such connotations are intended.

IN WITNESS WHEREOF, The mortgagors

have set their hands and seals this 13 day of September 1978.

(Seal)

(Seal)

(Seal)

## ACKNOWLEDGMENT

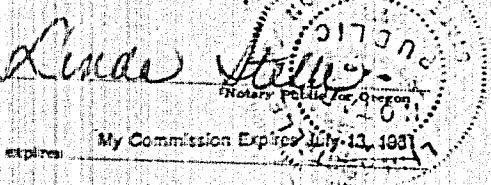
STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named Henry L. Maxwell and Bettie Maxwell

and acknowledged the foregoing instrument to be their voluntary

and true consent and seal the 13 day and year last above written.



## MORTGAGE

TO Department of Veterans' Affairs

L M96595

FROM

STATE OF OREGON,

County of Klamath

I certify that the witness was present and fully acquainted with me

Klamath

County Records, Bank of Mortgages.

No. M78 Date 20010 on the 14th day of

September 1978 W. D. MILNE, Klamath County Clerk

by

Deputy

Filed September 14, 1978

Klamath Falls, Oregon

County, Klamath

After preceding instrument has  
been recorded in the office of:  
DEPARTMENT OF VETERANS' AFFAIRS  
Central Services Division  
Salem, Oregon 97303

Phone 503-363-3700

Date 10:00 AM 7/7/78  
 by   
 Fee \$6.00 Deputy.