

- B. Mortgagor shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied against indebtedness;
- C. Not as lease or rent the premises, or any part thereof, without written consent of the mortgagor;
- D. To promptly notify mortgagor by 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 mortgagor. A 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 mortgagor 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 a attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate prescribed in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default on any of the covenants or agreements herein specified in the application for loan or otherwise than those specified in the application for loan, shall cause the entire indebtedness at the time of default to become immediately due and payable without notice and this mortgage subject to acceleration.

The failure of the mortgagor to state or to keep any of the covenants herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant to reflect the rents, issues and profits and upon default in payment of the same, the mortgagor shall have the right to the appointment of a receiver of rents and profits.

The covenants and agreements herein contained are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.120 and to all rules and regulations which may be issued by the Department of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WITNESS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

The mobile home described on the face of this document is a portion of the property secured by this Note & Mortgage.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 13th day of September, 1978.

David G. Duffitt
David G. Duffitt
(Seal)

Julia A. Duffitt
Julia A. Duffitt
(Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named David G. Duffitt and

Julia A. Duffitt

her wife, and acknowledged the foregoing instrument to be their voluntary

and true deed.

WITNESS by hand and affidavit seal the day and year last above written,

[Signature]
Public Notary
State of Oregon

4-5-82

My Commission expires

L M96775

MORTGAGE

FROM _____ TO Department of Veterans' Affairs

STATE OF OREGON

Klamath

County of

I certify that the within were received and duly recorded by me to

Klamath County Records, Book of Mortgages.

No. N78 Page 20367, on the 14th

September, 1978 W. D. MILNE Klamath County Clerk

By *Bernetha L. Ulrich*

Deputy

at o'clock 3:51 P.M.

By *Bernetha L. Ulrich*

Deputy

Fee \$5.00

Other recording costs to
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97304