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- 8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-tarily released, same to be applied upon the indebtedness;
- 9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
- Motion below the restance in a same and the second provided in the second secon 10.

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.

demand and shall be secured by this intropage. 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 application, 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.

The failure of the mortgagee to exercise any options 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 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.

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

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon constitution, ORS:407.010-to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been sued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS. The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein, spin the state of descend to include the feminine, and the singular the plural where such connotations are The due thate of the list partnerships and be an a state

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IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 2nd day of October , <sub>19</sub> 78 T TRUGHT AND IN MARK AN AND TRANSPORT ON CONTRACTOR

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County of Klamath

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Salem, Oregon 97310

Form L-4 (Rev. 5-71)

**F**IT F

-11

Before me, a Notary Public, personally appeared the within named DONALD T. BUCK and ANETA R. BUCK

act and deed 1 ..., his wife, and acknowledged the foregoing instrument to be their voluntary

WINNESS of hany and official seal the day and year last above written. ÷Pau al 19 al

March 22,

1981

My Commission expires .....

MORTGAGE

M97971 FROM **TO Department of Veterans' Affairs** STATE OF OREGON, SS. County of Klamath I certify that the within was received and duly recorded by me in Klamath County Records, Book of Morigages, No. M78 Page 21969 on the 3nd day of Sctober, 1978 WM.D. MILNE Klamath<sub>County</sub> Clerk By Surver and High Sch. Deputy. Filed October 3, 1978 Klamath Falls, Oregón By Dunotha Adulach Klamath County ..... Deputy. After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building yatay ki

Fee \$6.00