

10357
24855

1. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain; or for any security interest.

2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.

3. 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.

4. 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.

5. 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.

6. 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 or agreements herein contained.

7. 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.

8. 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.

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

10. 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 407.020, and any subsequent amendments thereto and to all rules and regulations which have been issued 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.

The mobile home described on the face of this document is a portion of the property secured by this Note and Mortgage. This mortgage is being rerecorded because of an error in the serial number of the mobile home. This is one and the same mortgage as filed for recording, dated May 4, 1979 and Recorded May 7, 1979 in Book M-79, Page 10356 in the microfilm records of Klamath County, Oregon.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 7th day of May, 1979.

2305 00 ON THE 12th OF SUCH MONTH

205 00 ON THE 12th OF SUCH MONTH

E. L. BROCK (Seal)

SUE S. BROCK (Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named E. L. Brock, Sue S. Brock, his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

Commission expires 3-22-81

MORTGAGE

FROM STATE OF OREGON, County of Klamath

TO Department of Veterans' Affairs, L-P11296

INDEXED

THE ABOVE IS A COPY OF THE INSTRUMENT FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF Klamath, Oregon, on the 7th day of May, 1979, at 4:03 P.M.

No. M79 Page 10356 on the 7th day of May, 1979

By K. J. Smith, Deputy Clerk

Filed May 7, 1979

Klamath Falls, Oregon

After recording return to DEPARTMENT OF VETERANS' AFFAIRS, General Services Building, Salem, Oregon 97310

Fee \$6.00

NOTE AND MORTGAGE

10357

24855A

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of Transamerica Title Co.
this 22nd day of October, A. D. 1979, at 3:40 o'clock P. M., and
fully recorded in Vol. M79, of Mortgages

By Wm D. MILNE, County Clerk
Permita Helo

Fee \$10.50