



all requirements due from the date of transfer. In all other respects the mortgagee shall remain in full force and effect, until 10 years from the date of transfer.

The mortgagor may exercise his option, in case of default of the mortgagor, to 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 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 of foreclosure or commencement of suit to foreclose, 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, charges 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 issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

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

This instrument is drawn in consideration of the sum of \$18,405.00.

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THE MORTGAGE OR DEED OF TRUST DATED THIS 12TH DAY OF JULY 1985 IN THE AMOUNT OF EIGHTEEN THOUSAND FORTY-FIVE DOLLARS AND NO CENTS (\$18,405.00).

LINDA D. EDWARDS

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MARVIN W. EDWARDS

12 JUN 1985 Klamath County, Oregon

This note is executed in a handwritten form, a copy of which has been filed in the office of the Clerk of the Circuit Court.

IN WITNESS WHEREON, the mortgagors have set their hands and seals this 12th day of July 1985.

At the time of this note, MARVIN W. EDWARDS is 31 years of age.

At the time of this note, LINDA D. EDWARDS is 28 years of age.

2 311.00 ON THE 12TH OF EACH MONTH MARVIN W. EDWARDS (Seal)

10000 311.00 MARVIN W. EDWARDS (Seal)

10000 311.00 LINDA D. EDWARDS (Seal)