



1. The mortgagor shall pay all sums due under the note or default of the note and shall perform same in whole or in part and all expenditures made in relation thereto, including the employment of an attorney to procure 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.

2. Default in any ~~and~~ 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 mortgagor given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagor to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagor 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 mortgagor 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 mortgagor 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.

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

THE UNDERSIGNED HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL IN EVERY RESPECT.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS NOTE AND MORTGAGE WAS DULY EXECUTED IN ALL RESPECTS.

IN WITNESS WHEREOF, the mortgagors have set their hands and seals this 26<sup>th</sup> day of April 1985.

Gerald H. Maesegger (Seal)  
Judith Ann Maesegger (Seal)

#### ACKNOWLEDGMENT

STATE OF OREGON, County of Klamath, on the 26th day of April, 1985,

Before me, a Notary Public, personally appeared the within named persons, who produced the following identification:

O. Cee  
Notary Public for Oregon

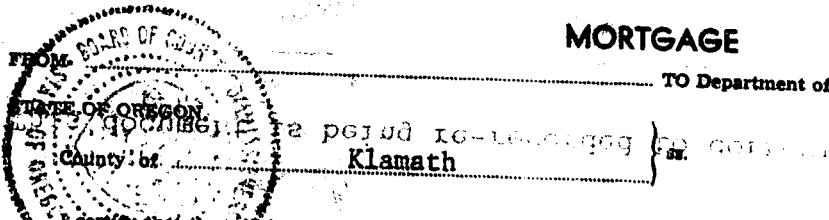
My Commission expires 6-21-88

#### MORTGAGE

TO Department of Veterans' Affairs

M20404

Loan Number



I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No. M204045, on the 26th day of April, 1985. Evelyn Biehn

County Clerk

By Pitty Smith, Deputy.

Filed April 26, 1985, at o'clock 10:42 A.M.

County Clerk, Evelyn Biehn

By Pitty Smith, Deputy

THE WORLDCO B'

After recording return to:

DEPARTMENT OF VETERANS' AFFAIRS

155 NE REVERE AVENUE

BEND, OREGON 97701

CEIVED BY DEPARTMENT OF VETERANS' AFFAIRS

RECORDED BY CLERK

Fee: \$9.00

REC'D

JOS82

20932  
10787

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 11 day of July, A.D. 1985 at 13:29 o'clock P.M., and  
duly recorded in Vol. M85, of Mortgages on Page 10785

Fee 13.00

EVELYN BIEHN, County Clerk  
By Bernetha Stetzer

FILED  
11

This Note and Mortgage is being re-recorded to effect correction of the payment date  
in the Note portion. This Note and Mortgage is one and the same as that Note and Mortgage  
re-recorded on July 11, 1985 in Vol M85 Page 10785 and originally recorded on April 26,  
1985 in Vol M85 Page 6045 in Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_

of December A.D. 19 85 at 10:50 o'clock A M., and duly recorded in Vol. M85  
of Mortgages on Page 20930

FEE \$13.00

Evelyn Biehn, County Clerk  
By Bernetha Stetzer