

10. The mortgagor shall not, at his option, in case of default of the mortgage, perform same in whole or in part and all expenditures made in so doing shall be the responsibility of the mortgagor. The mortgagor shall be deemed to have agreed to pay the cost of the mortgage and all other costs and charges in connection with such foreclosure.

11. 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.

12. 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.

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

14. 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 407.020 to 407.024 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.

15. (ORDR) The undersigned shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

16. 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.

17. 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.

18. 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.

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

20. 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 407.020 to 407.024 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.

21. (ORDR) The undersigned shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

13. WITNESS WHEREOF, The mortgagors have set their hands and seals this 28th day of March, 1986

John E. Husted (Seal)
John E. Husted
Beverly J. Husted (Seal)
Beverly J. Husted

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

I, John E. Husted & Beverly J. Husted

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

Charles A. Matheson
Notary Public for Oregon

Notary to:
JES NE RECORDS
Klamath, OR 97601

My Commission expires 10.17.86

MORTGAGE

P11891

Loan Number

TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

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

File 1065 Page 1065 on the 28th day of March, 1986 Evelyn Biehn, County Clerk

By Tom Smith, Deputy

Filed March 28, 1986 at O'clock 11:31 A.M.

County Clerk, Evelyn Biehn By Tom Smith, Deputy

After which they return to
DEPARTMENT OF VETERANS' AFFAIRS
JES NE RECORDS
Klamath, OR 97601
2002

Fee: \$9.00

2002