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James E. Muzum and Mary Lou Muzum

Lot 4 in Block 1 of FIRST ADDITION TO LONE MEADOWS, Klamath Falls, Klamath County, Oregon.

1972-1973

It is noted that the defendant, upon his arrest, advised that he was a member of the "Black Panther Party" and that he was a member of the "Black Panther Party" and that he was a member of the "Black Panther Party".

[illegible]

The mortgagee covenants that he owns the premises in fee simple and is not subject to any lien or encumbrance, that he will warrant and defend same forever against all persons claiming by, through or under him, and that the mortgage shall not be extinguished by foreclosure, but shall run with the land.

MONTGOMERY FURTHER COVENANTS AND AGREEMENTS

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or unoccupied, nor to permit the premises to be used for any purpose other than as now being used; and to keep same in good repair, and to comply with all laws and ordinances with any agreement made between the parties hereto.
3. Not to permit the cutting or removal of any timber except for his own domestic use;
4. Not to permit the use of the premises for any objectionable or unlawful purpose;
5. Not to permit any tax, assessment, lien, or encumbrance to exist against said land;
6. Mortgagee is authorized to pay all real property taxes assessed against said land, and to receive the same, and to bear interest as provided in the note;
7. To keep all buildings continuously insured during the term of the mortgage, and to provide fire insurance policies with receipts showing payment in full of all premiums; and such fire insurance shall be kept in force by the mortgagee in case of foreclosure.

8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily 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;
10. 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; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

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.

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 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.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 28th day of June, 1972.

James E. Nuzum (Seal)
Mary Lou Nuzum (Seal)
 _____ (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.Before me, a Notary Public, personally appeared the within named James E. Nuzum and Mary Lou Nuzum

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

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

JAMES W. WESLEY
 Notary Public for Oregon
 My commission expires _____

James W. Wesley
 Notary Public for Oregon

My Commission expires 1-20-76

MORTGAGE

FROM _____ TO Department of Veterans' Affairs

L- 90977

STATE OF OREGON,

County of KLAMATH } ss.I certify that the within was received and duly recorded by me in KLAMATH County Records, Book of Mortgages,No. M-12, Page 7138, on the 30 day of JUNE 1972 WM. D. MILNE County ELEKBy *Hazel Dragil* Deputy.Filed JUNE 30th 1972 at o'clock 10:36 A.M.County KLAMATH FALLS OREGONBy *Hazel Dragil* Deputy.

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

FEE \$4.00

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8. Mortgagee shall be entitled to all compensation and damages received under any policy of insurance on the premises, or any part of same, without written consent of the mortgagor.

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

10. To promptly notify mortgagee in writing of a transfer of ownership of the premises, and to furnish a copy of the instrument of transfer to the mortgagee, and to pay all payments due from the date of transfer in all other respects, this mortgage shall remain in full force and effect.

The mortgagor may, at his option, in case of default of the mortgagee, make an assignment of the premises to the mortgagee, and the mortgagee shall draw interest at the rate provided in the note and all such expenditures shall be paid by the mortgagor and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the failure to pay the principal or interest on the mortgage, or the failure to pay the interest on the mortgage, shall cause the entire indebtedness at the option of the mortgagee to become due and payable.

The failure of the mortgagor to execute any option herein set forth shall constitute a breach of the covenants.

In case foreclosure is commenced, the mortgagee shall be entitled to all costs and expenses incurred in connection with such foreclosure.

Upon the breach of any covenant of this mortgage, the mortgagee shall be entitled to collect the rents, issues and profits and any other income from the premises, and the mortgagor shall have the right to the appointment of a receiver to collect.

The covenants and agreements herein shall survive the death of the mortgagor and shall bind his heirs, assigns and personal representatives.

If a duly authorized and approved copy of the Constitution and Laws of the State of Oregon shall be presented to the mortgagee, the mortgagee shall be bound by the same.

WORDS: The mortgagee shall be bound by the same.

IN WITNESS WHEREOF, the mortgagor

has hereunto set his hand and seal

STATE OF OREGON

County of Klamath

Before me, a Notary Public for Oregon

act and seal.

WITNESS my hand and official seal

JAMES W. DUNN

Notary Public for Oregon

My commission expires

FROM

STATE OF OREGON

County of Klamath

I certify that the within was recorded and duly recorded by me

No. 1212 Page 7138

By *[Signature]*

Filed JUNE 26th 1972

County Klamath Falls OREGON

After recording return to:

DEPARTMENT OF VETERANS' AFFAIRS

General Services Building

Salem, Oregon 97310

Form L-4 (Rev. 5-71)

FEE 34.00

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