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NOTE AND MORTGAGE Vol. 77 Page 1995

THE MORTGAGOR.

SYDNEY M. UGLUM and NORMA L. UGLUM, husband and wife

mortgages to the STATE OF OREGON, supresented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of

Lot 14 LEWIS TRACTS, Klamth County, Oregon.

together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and flood coverings, built-in storage receptacles; plumbing ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and flood coverings, built-ins stoves, ovens, electric sinks, air conditioners, refrigerances, freezers, dishusashers; and all fixtures now or hereafte installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and an replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Sixteen Thousand Six Hundred Fifty and no/100-----

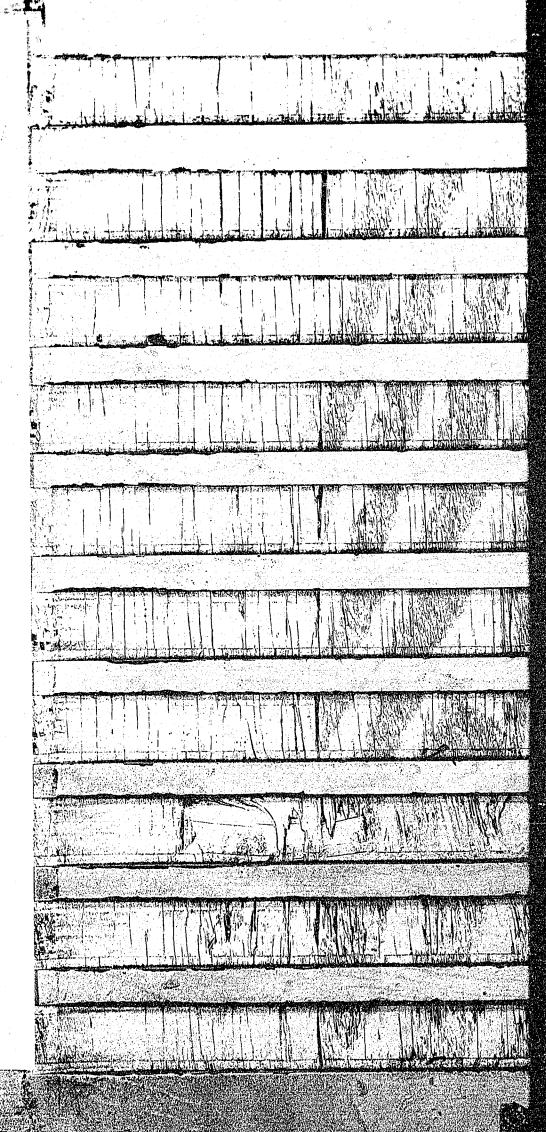
(\$ 16,650.00----), and interest thereon, evidenced by the following promissory note:

successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal. The due date of the last payment shall be on or before August 15.1997---In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer. This note is secured by a mortgage, the terms of which are made a part hereof.

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty

MORTGAGOR FURTHER COVENANTS AND AGREES:

- 1. To pay all debts and moneys secured hereby;
- 2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance 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; not to commit or suffer any waste;
- 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 at any time;
- 6. Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as provided in the note:
- 7. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgager in case of foreclosure until the period of redemption expires;



 Mortgages 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; 10. To promptly notify mortgages 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 mortgages: 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. Detault 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, anali 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. The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, 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 applicable herein. **ACKNOWLEDGMENT** STATE OF OREGON. County of Klamath Before me, a Notary Public, personally appeared the within named \_\_\_\_\_SYDNEY\_M.\_ UGLUM\_and\_NORMA\_L.\_\_\_\_ , his wife, and acknowledged the foregoing instrument to be theirs voluntary UGLUM, husband and wife WITNESS by hand and official seal the day and year last above JAMES W. WESLEY Notary Public for Oregon My cominion to process MORTGAGE 91364-P TO Department of Veterans' Affairs STATE OF OREGON. KLAMATH KLAMATH No. M 72 Page 8251, on the 28th day of JULY 1972 WM. D. MILNE

FEE \$4.00

JULY 28th, 1972 10;51

KLAMATH

After recording return to: DEPARTMENT OF VETERANS' AFFAIRS

General Services Building Salem, Oregon 97310

Form L-4 (Rev. 5-71)