28-5790 Vol. 73 Page 12762 81679 NOTE AND MORTGAGE THE MORTGAGOR. WILLIAM R. GARRARD and RITA H. GARRARD, husband and wife mortgages to the STATE OF OREGON, represented 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 Clamath Lot 40 of YALTA GARDENS, Klamath County, Oregon. 5 - R. \cong 5

to secure the payment of Twenty Three Thousand Seven Hundred Fifty and no/100-----

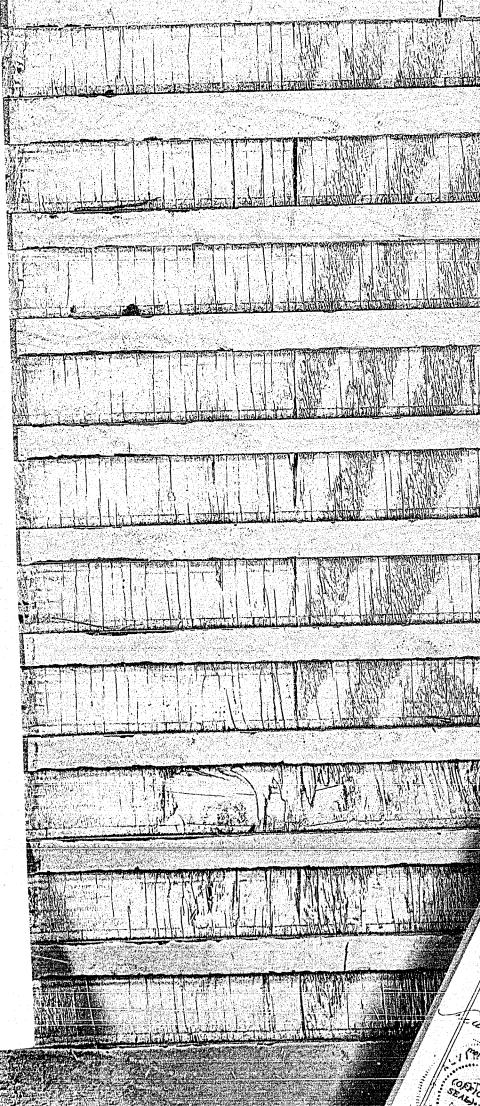
(\$23,750.00-----); and interest thereon, evidenced by the following promissory note:

initial disbursement by the State of Oregon, at the rate of 5_9______percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: of each month-----merentter, plusne-twelfth of------The ad valorem taxes for each The due date of the last payment shall be on or before October 1, 1998-Klamath Falls, Oregon

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;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolish provements now or hereafter existing; to keep same in good repair; to complete all construction 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
- 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;
- 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 mortgagor in case of foreclosure until the period of redemption expires:



12763

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

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expens in so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the not interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor with and shall be secured by this mortgage.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from breach of the covenants.

ACKNOWLEDGMENT

STATE OF OREGON.	
County of Klamath	55.
County of	

Before me, a Notary Public, personally appeared the within named WILLIAM R. CARRARD and RITA H.

GARRARD

Susan Kay Way

Notary Public for Oregon

My commission expires

Notary Public for Oregon

My Commission expires 6/4/1977

MORTGAGE

M02537-KX

TO Department of Veterans' Affairs STATE OF OREGON,

KLAMATH

KLAM ATH

I certify that the within was received and duly recorded by me in SEPTEMBER 1973 WM. D. MILNE Page 12762 on the 20th day of

SEPTEMBER 20th 1973 at o'clock 10;32 A

Klamath falls, Oregon

County Clerk

FFE \$ 4.00

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

