

13027

THE MORTGAGOR, LELAND C. MITTS and REBECCA S. MITTS, husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.039, the following described real property located in the State of Oregon and County of Klamath

Lot 22 in Block 1, Tract 1022, known as FOURTH ADDITION TO SUNSET VILLAGE,
Klamath County, Oregon.

[illegible]

to secure the payment of Twenty-eight thousand five hundred and no/100----- Dollars

Twenty-eight thousand five hundred and no/100
Dollars (\$ 28,500.00-----), with interest

Dollars (\$28,500.00), with interest from the date of 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 407.612, 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 \$174.00 on or before November 15, 1974, and thereafter \$174.00 on the 15th of each month thereafter, plus one-twelfth of _____ of interest for each 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 shall be made in cash.

The due date of the last payment shall be on or before October 15, 2002

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 G.S. 45-21a from date of such transfer.

This bill is approved by _____ and the names of members are made a part hereof.
 Dated at Klamath Falls, Oregon July 2, 1911

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Balance 7 1975

The Director of Subsequent Review may add all or any part of the information contained herein to his files without prejudice.

in circumstances that he will certainly not bring suit forever against the claimant and demand of all persons whatsoever, his interest shall not be extinguished or barred, but shall pass with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES:

Not to power the buildings to become vacant or unoccupied, and to permit the present use of premises now or hereafter existing, so long as it does not constitute an interference with the exercise of the right of eminent domain.

1. In accordance with the provisions of the Act, the Commission has the honor to inform you that the Commission has received your application for the position of Assistant Secretary of the Department of the Interior and has determined that you are qualified for the position.

And to permit the use of the facilities for any purpose other than the purpose

5. In order to be eligible to take the exam, you must be a U.S. citizen or a permanent resident of the United States. You must also be at least 18 years old on the day of the exam.

positions with technical training is still an issue.

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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 1st day of October, 1974

Leland C. Mills (Seal)
Rebecca S. Mills (Seal)
 Leland C. Mills
 Rebecca S. Mills
 (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named Leland C. Mills and Rebecca

S. Mills, his wife, and acknowledged the foregoing instrument to be their voluntary

act and deed.

WITNESS my hand and official seal this day and year last above written.

John B. Lusk
 Notary Public for Oregon

My Commission expires 8-12-77

MORTGAGE

E-16-02-K

TO Department of Veterans' Affairs

Form

TO: DIRECTOR,

County of

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

No. H 74 Page 13027 on the 1st day of October, 1974 at Klamath Falls, Oregon.

Walter L. Lindsay Deputy

This document was recorded with 1974

Klamath Falls, Oregon

Recorded

DEPARTMENT OF VETERANS' AFFAIRS
 Central Records Division
 Salem, Oregon 97330

EX-16-02-K