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NOTE AND MORTGAGES

Vol. 74 Page 14141

THE MORTGAGOR,

LOREN L. LASHER and LORRIE J. LASHER

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 Camath.

The following described real property situate in Klamath County, Oregon: A portion of Tract 48 of HOMEDALE, more particularly described as follows: Beginning at a point on the Southwesterly right of way line of First Avenue in Homedale, which lies S. 47°30' E. a distance of 326.7 feet from the Northwest corner of Tract 48 of Homedale, Klamath County, Oregon, and running thence S. 46°30' W. at right angles to First Avenue 179.0 feet to an iron pin; thence S. 43°30' E. parallel to First Avenue a distance of 70 feet to an iron pin; thence N. 46°30'E. a distance of 179.0 feet to a point on the Southwesterly line of First Avenue; thence N. 43°30' W. a distance of 70 feet, more or less, to the point of beginning. ALSO, that part of Tract 48, HOMEDALE, Klamath County, Oregon, described as follows: Beginning at a point which is S. 0°20' W. 258.4 feet and N. 43°30' W. 168.4 feet from the Northeast corner of said Tract 48; thence N. 43°30' W. 98.4 feet and the true point of beginning of the tract to be herein described; thence continuing N. 43°30' W. 70 feet to an iron pin; thence S. 46°30' W. 121.0 feet to the Northeasterly line of Government Canal; thence S. 43°30' E. 70 feet along said canal line to a point; thence N. 46°30'E. 121.0 feet to the point of beginning.

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, lindeans, and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber-now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurenant to the land, and all of the rents, issues, and profits of the mortaged property;

Dated at Klamath Falls, OR

October 31 1974

Loren I. Lasher Lasher

Zorrio J. Rosher

Lorrie J. Lasher

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

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

## 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 the parties hereto:
- 3. Not to permit the cutting or removal of any timber except for his own demestic 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;
- 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 nazaros in such company or companies and in such an amount as shall be satisfactory to the mortgage; to deposit with the mortgage all such policies, with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgage; policies, with receipts are not force by the mortgage of forcelosure until the period of redemption expires;

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

9. Not to lease or root the premises, or any part of same, without written consent of the mortgagee:

10. To promptly naity mortgagee in writing of a transfer of ownership of the premises or any part or interest in game, and to furnish a copy of the instrument of transfer; to the mortgagee; a purchasor shall pay interest as prescribed by ORS 407.070 or 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 mortgage, 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 demand and shall be secured by this mortgage, all such expenditures shall be inunediately repayable by the mortgage or the note shall cause the entire indebtedness at the option of the mortgage of the mortgage given before the expenditure is made, mortgage subject to forcelosine.

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 mortgage shall have the right to enter the premises, take possession have the right to the appointment of a receiver to collect same.

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

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