	38-GOTS Vol. 75 Page 10366 4469 NOTE AND MORTGAGE THE MORTGAGOR MILTON EUGENE FIEGI, s single man	
	morigages to the STATE OF OREGON, represented and acting by the Director of Veterans' Attairs, pursuant to ORS 407.039, the follow- ing described rest property located in the State of Oregon and County of Klamath Lot 4 in Block 2 MOYINA MANOR, Klamath County, Oregon.	
ABOEIVED SEP		
	logether with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection, with the promises; electric wifting and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, with the promises; electric wifting avidents; screens, doors; window shades and blinds, shutters; cabinets, built-ins, thoularms and floor	
	iogether with the tenements, heridilaments, rights, privileges, and appurtenances including roads and ensements used in connection with the promises; electric witing and fixiumes; furnae and heating system, water heaters, fuel storage receptacles; plumbing, with the promises; electric witing and fixiumes; furnae and heating system, water heaters, fuel storage receptacles; plumbing, with the promises; electric witing and fixiumes; furnae and heating system, water heaters, fuel storage receptacles; plumbing, we construct the promises; electric witing and fixiumes; furnae and heating system, water heaters, fuel storage receptacles; plumbing, eventualing, water and irrigating systems exceens, doors; without stores, or existence and any installed in or on the pre or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the replacements of any erotits of the mortgaged property; land, and all of the rents, issues, and profits of the mortgaged property; Thirty ONE Thousand Eight Hundred Twenty Five and no/100 Dollars 31,825.00, and interest thereon, evidenced by the following promissory note:	
	Thirty One Thousand Eight Hundred Twenty Five and no/100	
	and advances shall be fully paid, such payments to be applied first as interest on the unpaid belance, but remained of the principal. The due date of the last payment shall be on or before September 15, 2000	
	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 forcelosure, 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 yacant or unoccupied; not to permit the removal or demolishment of any buildings or im-	
	<ol> <li>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 secondance with any agreement made between the parties hereto;</li> <li>Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste:</li> <li>Not to permit the use of the premises for any objectionable or unlawful purpose;</li> <li>Not to permit any tax, assessment, lien, or encumbrance to exist at any time;</li> <li>Mortgages 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;</li> <li>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 insuch an amount as shall be satisfactory to the mortgage; to deposit with the mortgage; policies with reneipts any or companies and insuch an amount as shall be satisfactory to the mortgage; all be induce payable to the mortgage; policies with receipts any or companies and insuch an amount as shall be satisfactory to the mortgage of redemption expires or the payment in full of all premiums.</li> </ol>	

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<text><text><text><text><text><text><text><text><text><text><text><text><text></text></text></text></text></text></text></text></text></text></text></text></text></text>	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 if furnish a copy of the instrument of transfer to the mortgagee: a burchaser shall pay interest as precision doy all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and made in an doing including the employment of an altorney to secure compliance with the deriver of the note and all such expenditures shall be immediately from the date of transfer; in all other respects this mortgage of the mortgage of the mortgage. Default in any of the covenants or agreements herein contained or the expenditure of any portion of the lo other than those specified in the application, except by written permission of the mortgage given before the expenditure indebtedness at the option of the mortgage to become immediately due and payable without mortgage subject to forcelosure. The failure of the mortgage to exercise any options herein set forth will not constitute a waiver of any right breach of the covenants. The case forcelosure is commenced, the mortgage, the mortgage shall have the right to enter the premises, and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage of all pays in the indebtedness and the mortgage states of a receiver to collect same. The covenants. The covenants. The covenants of a precise any options herein set of collection, upon the indebtedness and the mortgage shall be liable for the cost of a till search, attorney fccs, an incurred in connection with such forcelosure. Upon the breach of any covenant of the mortgage, the mortgage estable to the indebtedness and the new respective parties herein shall extend to and, be binding upon the heirs, executors, administrator. Substitution, ORS 407.010 to '407.210 and any subsequent amendments thereto	<pre>kny security volun- i in same, and to by ORS 407.070 on deffect. id all expenditures sorthe notice shall mortgager without loss for purposes penditure is made, put notice and this idplit arising from a and all other costs ines, take possession, ite mortgager shall tors, successors and XI-A of the Oregon s which have been</pre>
	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 if furnish a copy of the instrument of transfer to the mortgagee: a burchaser shall pay interest as precision doy all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and made in an doing including the employment of an altorney to secure compliance with the deriver of the note and all such expenditures shall be immediately from the date of transfer; in all other respects this mortgage of the mortgage of the mortgage. Default in any of the covenants or agreements herein contained or the expenditure of any portion of the lo other than those specified in the application, except by written permission of the mortgage given before the expenditure indebtedness at the option of the mortgage to become immediately due and payable without mortgage subject to forcelosure. The failure of the mortgage to exercise any options herein set forth will not constitute a waiver of any right breach of the covenants. The case forcelosure is commenced, the mortgage, the mortgage shall have the right to enter the premises, and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage of all pays in the indebtedness and the mortgage states of a receiver to collect same. The covenants. The covenants. The covenants of a precise any options herein set of collection, upon the indebtedness and the mortgage shall be liable for the cost of a till search, attorney fccs, an incurred in connection with such forcelosure. Upon the breach of any covenant of the mortgage, the mortgage estable to the indebtedness and the new respective parties herein shall extend to and, be binding upon the heirs, executors, administrator. Substitution, ORS 407.010 to '407.210 and any subsequent amendments thereto	t in same, and to by ORS 407.070 on ud effect. Id all expenditures sort the notice shall mortgagor without loan for purposes penditure is inade, put notice and this light arising from a and all other costs ines, take possession, the mortgagee shall tors, successors and XI-A of the Oregon s which have been
<ul> <li>The movinger may, at his option, no use of default of the mortgager, perform same in which of the part and and be bindly due and perform the setting compliance and and another the exception of the part and and another exception of the part and and another exception of the part and and another exception of the mortgager which and the which of the mortgager which and the which of the part of the perform the exception of the part and and another exception of the part and and another exception of the part of the performance is and the mortgager which and the which of the mortgager strend before the expenditure is noted.</li> <li>The failure of the mortgager to exercise any options herein set forth will not constitute a waiver of any right arising from a failure to forcebare.</li> <li>The failure of the mortgager to exercise any options herein set forth will not constitute a waiver of any right arising from a failure to forcebare.</li> <li>The setter of any rotts and apply some, here reasonable costs of collection, upon the indetecheres and the applicable which is a prevention of the provide and the applicable which is and the mortgager are ablet to the provide and the mortgager and the mortgager are ablet to the provide and the mortgager and the mortgager are ablet to the provide and the mortgager which have been and the singular the plural where auch connotations are papileable herein.</li> <li>Totte and the stream the failure to include the feminine, and the singular the plural where auch connotations are papileable herein.</li> </ul>	The mortgagee may, at his option, in case of default of the mortgage, perform same in whole of in part and made in so doing including the employment of an altorney to secure compliance with the terms of the mortgage of deraw interest at the rate provided in the note and all such expenditures shall be immediately repsyable by the mo- demand and shall be secured by this mortgage. Default in any of the covenants or agreements herein contained or the expenditure of any perion of the lo other than those specified in the application, except by written permission of the mortgage given before the expen- shall cause the entire indebtements at the option of the mortgage to become immediately due and payable without mortgage subject to forcelosure. The failure of the mortgage to exercise any options herein set forth will not constitute a waiver of any right breach of the covenants. In case forcelosure is commenced, the mortgage, the mortgage shall have the right to enter the premises, collect the rents, itsuts and poor the mortgage, the mortgage shall have the right to enter the premises, collect the rents, itsuts and pool apply same, less reasonable costs of collection, upon the indebtedness and the have the right to the appointment of a receiver to collect same. The coveniants and iggreements herein shall extend to and be binding upon the heirs, executors, administrator. If is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI. Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations v issued or may hereafter be issued by the Director of Veterana' Affairs pursuant to the provisions of ORS 407.920. WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such	to an expenditure is on the northwest without mortgager without the mortgager without and and all other costs mes, take possession, the mortgager shall tors, successors and XI-A of the Oregon s which have been
<ul> <li>Default in any of the covenants or agreements herein contained or the expenditure of any portion of the power power is a power power is the mortage to become immediately use and payable without notice and this shall cause the sulter indeptedness at the option of the mortage is become immediately use and payable without notice and this state the sulter indeptedness.</li> <li>The failure of the mortage to exercise any options herein set forth will not constitute a waiver of any right arising from a construction will be used to be commenced, the mortage shall be liable for the cost of a till search, attorney fees, and all other costs concretion will be used to force loaver.</li> <li>The covenants and grage shall exe the mortage of collection, upon the height concretion will be induced to any covenant of the mortage and mortage are subject to the provisions of Article XI-A of the Oregon and any subsequent amendments therein and mortage are subject to the provisions of Article XI-A of the Oregon and any subsequent amendments therein and the singular the plural where such connotations are applicable herein.</li> <li>WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.</li> </ul>	Default in any of the covenants or agreements herein contained or the expenditure of any period of the to other than those specified in the application, except by written permission of the morigager given before the exper- shall cause the entire indebteness at the option of the morigage to become immediately due and payable without morigage subject to foreclosure. The failure of the morigage to exercise any options herein set forth will not constitute a waiver of any righ- breach of the covenants. In case foreclosure is commenced, the morigage shall be liable for the cost of a title search, attorney fees, an incurred in connection with such foreclosure. Upon the breach of any covenant of the morigage, the morigagee shall have the right to enter the premises, collect the rents, itsues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the 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, administrator. It is distincity understood and agreed that this note and morigage are subject to the provisions of Article XII. Constitution, ORS 407.010 to '407.210' and any subsequent amendments thereto and to all rules and regulations v issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ONS 407.920.	Identified is made, put notice and this ight arising from a and all other costs res, take possession, the mortgagee shall tors, successors and XI-A of the Oregon s which have been
In case foreclosure is commenced, the mortgager shall be linble for the cost of a tille search, attorney fees, and all other costs incurrent in some color with such oreclosures. The proventies of any covenant of the mortgage, the mortgage shall have the right to enter the premises, take possession, collect the rents, issues and profile and apply same, less reasonable costs of collection, upon the indebtednesis and the mortgage shall have the right to enter the premises, take possession, and the mortgage and profile and apply same, less reasonable costs of collection, upon the indebtednesis and the mortgage shall have the right to enter the premises, take possession, and the interest and receiver to collect same. The covering parties herein shall extend to and be binding upon the heirs, executors, administrators, successors and the provisions of Article X1-A of the Oregon fission of the dot of 00 200 and any subsequent amendaments thereto and to all rules and requires and requires and requires and requires the provisions of ONS 007.000 and any subsequent amendaments thereto and to all rules and requires a	In case forcelosure is commenced, the mortgagor shall be liable for the cost of a tillo search, attorney fccs, and incurred in connection with such forcelosure. Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, collect the rents, itsues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the 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, administrator: assigns of the respective particle hereto. It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI. Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations v issued or may hereafter be issued by the director of Veterans' Affairs pursuant to the provisions of ONS 407.920.	and all other costs
The coverients and agreements herein shall extend to and be binding upon the heirs, executor, submitted, determined assigns of the respective patties hereto. It is distinctly understood and agreed that this note and morigage 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 Veterana' Affairs pursuant to the provisions of OHS 407.020. WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where auch connotations are applicable herein.	The coveriants and agreements herein shall extend to and be binding upon the heirs, executor, some 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. Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations v issued or may hereafter be issued by the Director of Veterana' 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	XI-A of the Oregon s which have been
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IN WITNESS WHEREOF. The mortgagors have set their hands and seals this <u>3rd</u> day or <u>September</u> 1975		
IN WITNESS WHEREOF. The mortgagors have set their hands and seals this 3rd day of September 19.75		
IN WITNESS WHEREOF, The mortgagors have set their hands and seals this JIU day of DOP COMODE	2 wd Septembe	per "75
Millon Eugene Friegy (Seal)	IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 3rd day or Septembe	egal (Seal)
(Senl)		(Seal)
	ACKNOWLEDGMENT	
STATE OF OREGON, Klamath County of	County of	
Before me, a Notary Public, personally appeared the within named <u>Milton Eugene Fiegi</u>	Before me, a Notary Public, personally appeared the within named Milton Eugene Fiegi	his_voluntary
act and deed. WITNESS by hand and official seal the day and year last above written.	WITNESS by hand and official seal the day and year last above written.	
Marlene T. Addington Marlene T. Addington My Commission expires 3-21-77	T Addington My commission expires 3-21-77	ary Public for Operan
Martene 1.	Notery Public for Oregion Notery Public for Oregion My commission expires	M30284
FROM TO Department of Veterans' Affairs	FROM	NY LEW AND
County of <u>Klamath</u>		ds, Book of Mortgages.
No. M75 Page 10366 on the 3rdgay or September, 1975 Klamath county Ore: 301 By Carl Drawing Deputy. Wine D. Milne County Clerk	No. M75 Page 10366 on the 3rd ay or September, 1975 Klemath county	
Filed September 3, 1975 at o'clock 3:55 P.M. County Klamath By Hand Man Deputy.	Filed September 3, 1975 at o'clock 3:55 P.M.	
After recording return, to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem, Oregon 97310	After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building	
Corm L-4 (Rev. 5-71)	Corm L-4 (Rev. 5-71)	

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