6386

2

17

NOTE AND MORTGAGE Vol. 75 Page 13152

THE MORTGAGOR CAROL L. FOX and NORMA L. FOX, husband and wife,

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 497.930, the following described real property located in the State of Oregon and County of . Klamath :

Lot 29, MOYINA, according to the official plat thereof on file in the office of

the County Clerk of Klamath County, Oregon.

Twenty Nine Thousand Two Hundred Fifty and no/100-

(29,250.00----), and interest thereon, evidenced by the following promissory note

Twenty Nine Thousand Two Hundred Fifty and no/100 I promise to pay to the STATE OF OREGON

Dollars (\$ 29,250.00----), with interest from the date of

Ton or before NOvember 15, 1975-

of each month----- thereafter, pluone-twelfth of-

The due date of the last payment shall be on or beforeOctober 15, 2000-In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and 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

Dated at 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;
- 2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolis 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 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 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;

THE WORLD ŭ. 130 7 E. 22. and will w ~ 1 PHONE OF THE PARTY A Charles Continue WARRA After Reco

JOSEP NORAH

KI A tract of the W Beginnin corner o Willamet 48' West Williams tance of a distan

SUBJECT of way a

to Alam decease at page

and cover

21 136

Dated this

STATE OF

instrument

prope If con

const const

Snyde

Cavan

Norah 1

	13233	
<ol> <li>Mortgages shall be entitled to all compensation and damages received und tarily released, same to be applied upon the indebtedness;</li> </ol>	der right of eminent dornein, or for any security volun-	
9. Not to lease or rent the premises, or any part of same, without written co	onsent of the mortgagee;	State of the state of the state of the state of
10. To promptly notify mortgagee in writing of a transfer of ownership of the furnish a copy of the instrument of transfer to the mortgagee; a purchas all payments due from the date of transfer; in all other respects this more properties.	ne premises or any part or interest in same, and to ser shall pay interest as prescribed by ORS 407 070 on tigage shall remain in full force and effect.	a de la constitución de la const
The mortgagee may, at his option, in case of default of the mortgagor, per made in so doing including the employment of an attorney to secure complian draw interest at the rate provided in the note and all such expenditures shall demand and shall be secured by this mortgage.	form same in whole or in part and all expenditures ce with the terms of the mortgage or the note shall be immediately repayable by the mortgagor without	The second states of the second states of the second secon
Default in any of the covenants or agreements herein contained or the other than those specified in the application, except by written permission of the shall cause the entire indebtedness at the option of the mortgages to become in mortgage subject to foreclosure.	expenditure of any portion of the Joan for purposes ne mortgagee given before the expenditure is made, nmediately due and payable without notice and this	
The failure of the mortgagee to exercise any options herein set forth will breach of the covenants.	not constitute a waiver of any right arising from a	The the section of the last of the desired of the section of the s
In case foreclosure is commenced, the mortgagor shall be liable for the coincurred in connection with such foreclosure.		a.
Upon the breach of any covenant of the mortgage, the mortgages shall be collect the rents, issues and profits and apply same, less reasonable costs of col- have the right to the appointment of a receiver to collect same.	have the right to enter the premises, take possession, lection, upon the indebtedness and the mortgagee shall	The state of the s
The covenants and agreements herein shall extend to and be binding upor assigns of the respective parties hereto.	n the heirs, executors, administrators, successors and	
It is distinctly understood and agreed that this note and mortgage are sul Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto issued or may hereafter be issued by the Director of Veterans' Affairs pursuant	bject to the provisions of Article XI-A of the Oregon and to all rules and regulations which have been t to the provisions of ORS 407.020.	The state of the s
WORDS: The masculine shall be deemed to include the feminine, and the applicable herein.	e singular the plural where such connotations are	
		the state of the s
IN WITNESS WHEREOF, The mortgagors have set their hands and seals t	2/ . October 75	The second secon
the mortgagots have set their nands and seals t	ms day or	
<u>x</u> =	and L. (Seal)	
<u>x 97</u>	Kenna L. Tak (Seal)	
	, , , , , , , , , , , , , , , , , , , ,	

IN WITNESS WHEREOF, The mo	ortgagors have set their	hands and seals this	day of October	
		x Dar	of 2.	(Seal)
		X Me.	1 1 7	
	a e	1 1 1	12200, 5	(Seal)
				(Seal)
				(Scal)
	ACKNOV	VLEDGMENT		
STATE OF OREGON,		,		
County of Klamath		ss.		
Before me, a Notary Public, person	nally appeared the within	named CAROL I	FOX and NORMA	L
FOX	, his wife, an	d acknowledged the for		and the same of th
act and deed.			Could Said I	Obn
WITNESS by hand and official seal	I the day and year last ab	ove written.	n Kay Way	eceg
		1	Public for Oregon / /	1, 1
		,	nmission expires 6/4	11977
		to magnetic or year or	Notary P	ublic for Oregon
		My Commission expir	tes	
	MOR	TGAGE		
77.034			L- M32	724
FROM		'TO Department of Ve	eterans' Affairs	
STATE OF OREGON.		\		
County of KLAMATH	***************************************	ss.		
		ICT ANGAILS		
I certify that the within was receive	ed and duly recorded by	me in KLAMAI H	County Records, Bo	ok of Mortgages,
No.M. 75, Pagel 3152, on the 21st	day of OCTOBER 19	75 WM.D.MILNE	KLAMATH County CL	ERK
d- 012-	- 1			***************************************
By Cazil Their	Deput	у.		
Filed OCTOBER 21st 197		;54 P <sub>M</sub>		
Klamath Falls, O	regon)	$\mathcal{M}$	1,7	
County <u>Clerk</u>	***************************************	By Hazu	" I man C	Deputy.
After recording return to: DEPARTMENT OF VETERANS' AFFAIR General Services Building	ıs	FEE \$ 6.00	$\odot$	\$
Salem, Oregon 97319 Form L-4 (Rev. 5-71)				7
A COLOR MATE (SECTION OF SECTION				

togeth apperi

JOSEPE NORAH

of Kis
A tract
of the W
Beginnin
corner o
Willamet
48' West
William
tance o
a dista

SUBJECT ⇒ of way €

> to Ala deceas at pag

and co S

and v &

OCT 21

Dati Dati

OCT 21

pose of to said and of the said of the sai

STATE O

(OFFICIAL SITA

Chris C 176 Dah Klamath

Mary Ann 176 Dahl Klamath B

Robert Th