38-11264

THE MORTGAGOR.

THOMAS B. QUIRK and COLLEEN P. QUIRK, his wife,

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterana Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

Lot 11 in Block 4 of Tract No. 1063, known as THIRD ADDITION TO VALLEY VIEW, Klamath County, Oregon.

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together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in comwith the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus coverings, water and trrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and coverings, overs, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or her installed in or or here, we have and any strubbery, flora, or timber now growing or hereafter planted or growing thereon; an replacements of any one or representations of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Twenty Eight Thousand Seven Hundred Six and No/100----

(\$28,706.00----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON. Twenty Eight Thousand Seven Hundred Six and No/100-----), with interest from the date of and \$175.00 on the 1st of each month-----thereafter, plus one-twelfth of-----the ad valurem taxes 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 to be applied first as interest on the unpaid balance, the remainder on the principal. The due date of the last payment shall be on or before, September 1, 2004-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 ORS 407.070 from date of such transfer. This note is secured by a mortgage, the terms of which are made a part hereof. Thomas B. 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;

August 24

- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of
 provements now or hereafter existing; to keep same in good repair; to complete all construction within a
 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 company or companies and in such an amount as shall be satisfactory to the mortgage; to deposit with the mortgage policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the moinsurance shall be kept in force by the mortgagor in case of forcelosure until the period of redemption expires;

Collen P. Quick

- Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarity 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;

M. (63)

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.

ve set their hands and seals this 24th day of August 19.7
Thomas C. Quil (Seal
Calle P. Leisk (Seal
Callea U. Cauk (Seal
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ACKNOWLEDGMENT
마음 살림, 발 , 살림, 발문하다 나는 이 모든 아무를 받는 것이 같습니다. 이번 때
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ed the within named THOMAS B. QUIRK and COLLEEN P. Q
his wife, and acknowledged the foregoing instrument to betheir voluntary
i year last above written. The second of the
Benniece D. Kunger
Notary Pulphe for Oregon
My Commission expires 3/13/80
물화되는 이 경관점 없는 모양이 들어도 되는 것이다.
MORTGAGE
무료를 받는 음식에 집에 그는 물이 가지 않는 그는 밤을 모양하는 것을 하는 것이다.
L- M49293
To Department of Veterans Attains
$\left\{\mathbf{ss}_{i}^{n}\right\}$
보는 시간이 호텔되는 것은 말리는 내 그리고, 그들은, 모두 없다는 안 되고
recorded by me inKlamath County Records, Book of Mortgages
gust, 1976, Wm. D. Milne, county Clerk
나는 사람들이 들어 들어 가는 점점하는 그래요 무슨 생각이 가 없이 모르겠다면 하고 하게 할 때 점점 없는데 그렇게 다른데 없다면 다른데 없다면 다른데 없다면 다른데 없다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었
Deputy.
at o'clockAM.
By Delaid De Carepoputy
By Water Hand See Car Enoputy
공대통교리 (공대공) 경험 교회의 보면 (공대) 경하 전기를 하다면 함께 되었다.
승규가는 아내를 가면 가게 들어 가지 않는데 그는 것이 되어 있다. 이 생각이 하는데 하는데 점점

