19807

1. 27303

NOTE AND MORTGAGE

15566

THE MORTGAGOR

Donald L. McGee and Mary A. McGee

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 Klamath

All the following described real property situate in Klamath County, Oregon:

Lot 10 in Block 1, RESUBDIVISION OF Lots 10 thru 15 of Block 1, of MIDLAND HILLS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

And, the southeasterly 50 feet of Lot 11, Block 1, Tract 1038, MIDLAND HILLS in Section 1, Township 40, South, Range 8 East. Said southeasterly 50 feet being parallel to and continuous with the southeast line of said Lot 11.

together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in connection with the premises; electric wiring and fixtures; turnace and heating system, water heaters, fuel storage receptacles; plumbing, 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 land and all of the rents issues, and myster of the horizon which are hereby declared to be appurtenant to the

to secure the payment of ____Thirty-five thousand and no/100-----

(\$.35,000.00-----), and interest thereon, evidenced by the following promissory note:

The mortgagor or subsequent owner may pay all or any part of the loan et 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 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;
- 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 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, Hen, or encumbrance to exist at any time;
- 6. 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 uncessingly 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 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 insurance shall be kept in force by the mortgagor in case of forcelosure until the period of redemption expires;

12:

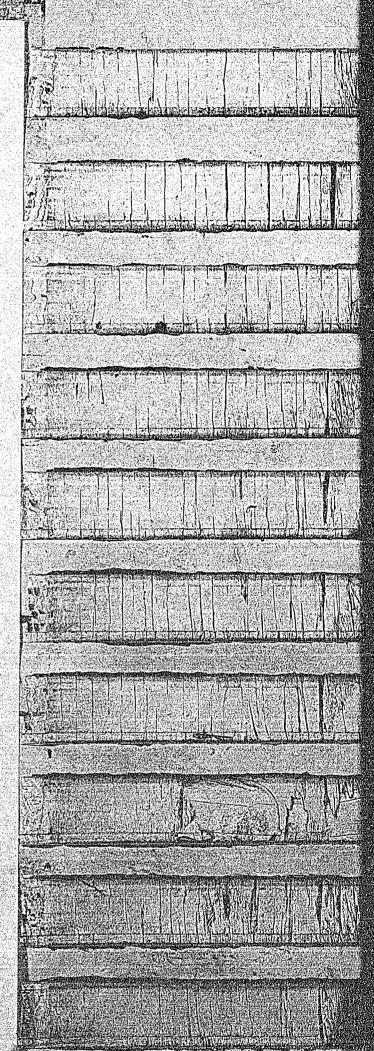
15567

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a ch of the covenants.

IN WITNESS WHEREOF, The mortgagors	s have set their hands and seals this30 day ofSeptember	, 19.76
	Donald L. McGee	
	Donald L. McGee Mary A Mary A. Mr. Gee	(Seal)
	Mary A. Necol	
		(Seal)
	ACKNOWLEDGMENT	
ATE OF OREGON, County of Klamath) SS.	
County of Anti-Allian		TAMAR SALA
Before me, a Notary Public, personally app	peared the within named Donald L. McGee and Mary A	McGee
	peared the within named	
Before me, a Notary Public, personally apparent and deed. WITNESS by hand and official seal the day		
and deed.		
and deed.		K L Voluntary
and deed.	his wife, and acknowledged the foregoing instrument to be their and year last above written Notary Fublic	K L Voluntary
and deed.	his wife, and acknowledged the foregoing instrument to be the in the interest of the interest	K L Voluntary
and deed.	his wife, and acknowledged the foregoing instrument to be their and year last above written Notary Fublic	K L Voluntary
and deed.	nis wife, and acknowledged the foregoing instrument to be the first above written Notary Fublic Notary Fublic My Commission expires 8-5-79. MORTGAGE	E Voluntary
and deed. WITNESS by hand and official seal the day	nis wife, and acknowledged the foregoing instrument to be the first above written Notary Fublic Notary Fublic My Commission expires 8-5-79.	E Voluntary
and deed. WITNESS by hand and official seal the day	nis wife, and acknowledged the foregoing instrument to be the first above written Notary Fublic Notary Fublic My Commission expires 8-5-79. MORTGAGE	E Voluntary

FEE \$ 6.00

Magnific Adalog extrologists (2);



@County ...Clerk

Klamath Falls, Oregon

After recording return to:
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon 97310