5. <u>(23</u> 53 13

MC 4198-B

37998

NOTE AND MORTGAGE

CHARLES D. COKER and GERALDINE L. COKER, husband and wife, THE MORTGAGOR.

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

Lot 7, Block 68, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

to secure the payment of Twenty Nine Thousand Nine Hundred Twenty Five and No/100----

(\$.29.925.00----), and interest thereon, evidenced by the following promissory note:

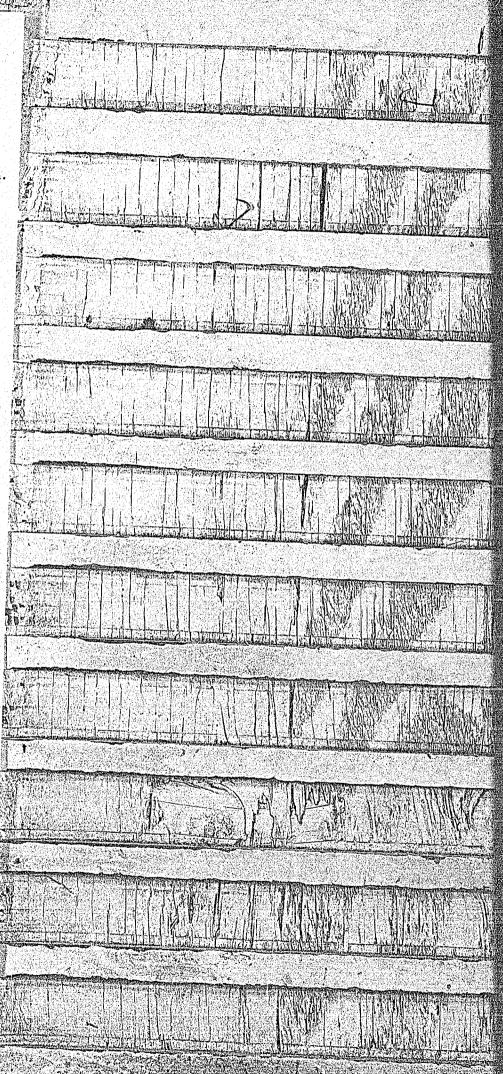
I promise to pay to the STATE OF OREGON Twenty Nine Thousand Nine Hundred Twenty Five Dollars (\$ 29,925.00----), with interest from the date of successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest principal. The due date of the last payment shall be on or before November 15, 2002-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 Dated at Klamath Falls, Oregon

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

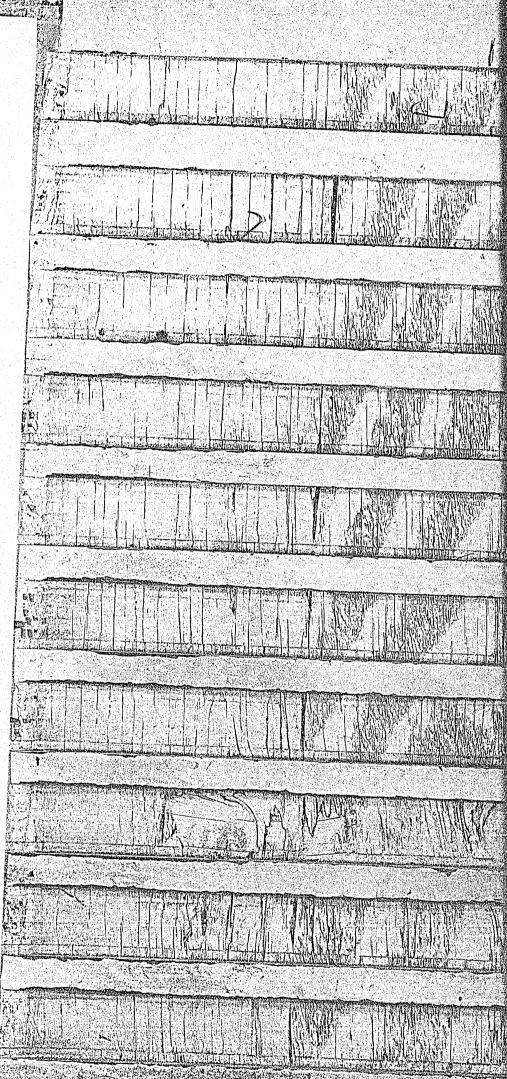
The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure,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

MORTGAGOR FURTHER COVENANTS AND AGREES:

- 1. To pay all debts and moneys secured hereby;
- 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 co
- 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 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 foreclosure until the period of redemption expires;



B. Mortgagoon L.	2059;
tarily released, same to be ap	o all compensation and damages received under right of eminent domain, or for any security volun- plied upon the indebtedness;
10. To promptly notify mortgages	ilses, or any part of same, without written consent of the mortgagee;
all payments due from the da	pent of transfer to the mortgagee; a purchaser shall now that years or interest in name, and to
demand and shall be secured by th	in the note and all such expenditures that the terms of the mortgage or the expenditures
mortgage subject to foreclosure.	it the option of the mortgagee to become immediately given before the expenditure is under the mortgagee given before the expenditure is under
In case foreclosure is commence incurred in connection with such for	ed, the mortgagor shall be likely and the mortgagor shall be likely as a likely and this set for the will not constitute a waiver of any right arising from a
Upon the breach of any coven	ed, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs and of the mortgage, the mortgage the mortgage and of the mortgage.
have the right to the appointment of The covenants and agreements assigns of the respective parties here	ant of the mortgage, the mortgagee shall have the right to enter the premises, take possession a receiver to collect same. herein shall extend to and be binding upon the heirs, executors, administrators, successors and agreed that the note.
issued or may hereafter be issued by	agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon and any subsequent amendments thereto and to all rules and regulations which have been the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.
	가 있는 것이 되었다. 이번 경에 가게 되었다. 한 분들은 사람들이 가능된 생활, 모든 것은 물론이 되었다. 그 전에 설계된 공화 공통 회사 교육을 하고 있다면 하는 것이 되었다. 이번 물론이 있는데, 하는데
	회의 그리는 하나의 하다 모든 소리를 들었다. 그는 하는 사람들이 되었다는 것은 사람들이 하는 그리는 사람들이 되었다.
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IN WITNESS WHEREOF, The m	Geraldine of Chees (Seal)
IN WITNESS WHEREOF, The m	Asign les Deber (Seal) Geraldine of Chees (Seal) (Seal)
	Abgrés à Paker (Seal) Geraldine & Oker (Seal)
	Adaptes & Calser (Seal) Geraldene & Cheek (Seal) (Seal)
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ATE OF OREGON, County of Klamath Before me, a Notary Public, persons	Algalis a Calsen (Seal) Geraldine of Check (Seal) (Seal) ACKNOWLEDGMENT Ss. Ss. Charles D. Coker and Geraldine
ATE OF OREGON. County of Klamath Before me, a Notary Public, persona Lis. Coker; and deed.	Acknowledged the foregoing instrument to be their voluntary
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After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310
Form L-4 (Rev. 5-71)

Filed October 27, 1977 at o'clock 10:57A M.

Klamath Falls, Oregon

County Klamath

By Sumethar Settach