T/A 38-13808-S

40542

NOTE AND MORTGAGE Vol. 17 Page 24362

THE MORTGAGOR.

MICHAEL L. MITCHELL AND MARY C. MITCHELL

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 ::

Lot 25 in Block 10 of Tract No. 1064, FIRST ADDITION TO GATEWOOD, Klamath County, Oregon.

to secure the payment of Forty Two Thousand Five Hundred and no/100-

(\$ 42,500.00----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100

\$ 253.00----- on or before February 15, 1978-----15th of each month------thereafter, plus One-twelfth of-----the ad valorem 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 January 15, 2008---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 97601

December

MARY C/ MITCHELL

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

## MORTGAGOR FURTHER COVENANTS AND AGREES:

- To pay all debts and moneys secured hereby;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolithment 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, 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;
- To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other company or companies and in such an amount as shall be satisfactory to the mortgages; to deposit with the mopolicles with receipts showing payment in full of all premiums; all such insurance shall be made payable to insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expire

dal 🛎

I HAVE

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

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N. W.

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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 477 070 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 compilance 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, at the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall 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.

	hands and seals this
IN WITNESS WHEREOF, The mortgagors have set their hands and seals this	
	MICHAEL L. MITCHELL (Seal)
	(Seal)
	MARY C, MITCHELL (Seal)
ACKNOWLEDGMENT	
STATE OF OREGON.	)
County of Klamath	ss.
Before me, a Notary Public, personally appeared the within named Michael L. Mitchell and	
	nd acknowledged the foregoing instrument to be "their" voluntary
act and deed.	acatomicogen and account of
WITNESS by hand and official seal the day and year last a	bove written.
WITHESS by hand and official soci and any	
Comment of the Commen	Cilcul Harry Public for Oregon
grania Maria	,
	My Commission expires 6-15-50
	,
100 × 100 MO	RTGAGE
	LM79283
FROM	
	,
STATE OF OREGON. Klamath	ss.
County of	
I certify that the within was received and duly recorded by	y me in Klamath County Records, Book of Mortgages,
No. M77 Page 24362, on the 16th day of December,	1977 WM. D. MILNE.Klamathcounty Clerk
By Bunethar & Letoch De	
Filed December 16, 1977 at o'clock Klamath alis, Oregon Klamath County	3:37 PM. By Servetha & Retoch Deputy.
After recording return to:	Fee \$6.00
жижжижимим Transamerica T	itle Ins. Co.
Form L-4 (Rev. 5-71)	