

45093

NOTE AND MORTGAGE

DEB 1978
THE MORTGAGOR, KENNETH D. WHITNEY AND JERENE LEE WHITNEY, HUSBAND AND WIFE

mortgaged 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.

The West 120 feet of Lot 5 in Block 2 BRYANT TRACTS, in the County of Klamath, State of Oregon.

1/16 CHP 7018 MW. D. KLINE KJ 5661 CJSR

CONTRACT NUMBER: KJ 5661

STATE OF OREGON

SHOW:

TO DEPARTMENT OF VETERANS AFFAIRS

WILLIEGEET

WA COMMISSION SIGNED

HOLYDA LENDER FOR OREGON

1/16 CHP 7018 MW. D. KLINE KJ 5661 CJSR

RECEIVED

IN THE BUREAU OF LAND MANAGEMENT, U.S. DEPARTMENT OF THE INTERIOR, PORTLAND, OREGON

DIRECTOR'S OFFICIAL COPY (LEGAL) A COPIED AND MAILED TO: KENNETH D. WHITNEY, SEE

CONTRACT NUMBER: KJ 5661

together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system; water heaters; fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens; doors; window shades and blinds; shutters; cabinets; built-in linoleums and floor 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, trees, or timber now growing, or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property;

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

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

KENNETH D. WHITNEY

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

Dollars (\$42,500.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of **5.9-----** percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$253.00----- on or before **June 1, 1978-----** and **\$ 253.00 on the 1st 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 **May 1, 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, OR**

Kenneth D. Whitney

KENNETH D. WHITNEY

Jerene Lee Whitney

JERENE LEE WHITNEY

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: In addition to the obligations set forth in the instrument, the mortgagor agrees to do the following:

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 demolition 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; not to permit the premises to be used for the storage of any article or articles, or for any other purpose which would offend the neighbors or bring discredit upon the premises; not to permit the premises to be used for the sale of any article or articles, or for any other purpose which would offend the neighbors or bring discredit upon the premises;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagor 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 in good repair 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 mortgagor; to deposit with the mortgagor all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagor; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

