

THE MORTGAGOR KENNETH S. RONNINGEN and JESSIE B. RONNINGEN, husband and wifeCOUNTY Klamathmortgages 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:P2 Lot 5, Block 2, EASTMOUNT, according to the official plat thereof on file in the

office of the County Clerk of Klamath County, Oregon.

to secure the payment of Thirty Six Thousand Five Hundred Seventy Five and no/100 DollarsCOUNTY Klamath

STATE OF OREGON

EXOT:

MOBIEVE

NE CONSIDERED Liable

-33-57

LOCAL STATE RECORDS

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-ins, 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 Thirty Six Thousand Five Hundred Seventy Five and no/100 Dollars

(\$36,575.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Six Thousand Five Hundred Seventy Five and no/100 Dollars (\$36,575.00), 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:

\$223.00 on or before June 1, 1978 and \$223.00 on the first 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, 2006.

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, Oregon, April 17, 1978.

Witness my hand and the seal of the State of Oregon, this 17th day of April, 1978.

By Jessie B. Ronningen

By Kenneth S. Ronningen

Notary Public for the State of Oregon, My Commission Expires April 17, 1980.

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

The mortgagee agrees that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrances, 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;
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;
5. Not to permit any tax, assessment, lien, 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 unencumbered 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 mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires.

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 497.070 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.

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 497.010 to 497.020 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 497.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable.

THIS MORTGAGE BEING FIRST MADE BY THE MORTGAGOR TO THE MORTGAGEE, THE MORTGAGEE HEREBY RELEASES THE MORTGAGOR FROM THE FORECLOSURE OF THIS MORTGAGE.

TYPE OF EACH MONEY
\$333.00

IN WITNESS WHEREOF, The mortgagors here set their hands and seals this 17th day of April, 1978.

Kenneth S. Ronningen (Seal)
Tessie B. Ronningen (Seal)

ACKNOWLEDGMENT

County of Klamath

Before me, a Notary Public, personally appeared the within named Kenneth S. Ronningen and Tessie B. Ronningen, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESSES by hand and official seal the day and year last above written.

Notary Public for Oregon

My Commission expires 8-23-81

MORTGAGE

FROM TO Department of Veterans Affairs L M95701

STATE OF OREGON, County of Klamath

1 certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. M78 Page 7441 on the 17th day of April, 1978.

By Bernetha A. Helch Deputy

April 17, 1978 at 4:00 P.M. Klamath Falls, Oregon

County of Klamath By Bernetha A. Helch Deputy

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

DEPT. OF VETERANS AFFAIRS

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W.L.G. 8802-11A01