TA:38-S-13937-9 49660

43693

NOTE AND MORTGAGE

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THE MORTGAGOR, ...

ROBERT JAMES BURNS and LINDA D. BURNS, Husband and Wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow-

Lot 4 in Block Four, NORTH BEAVER MARSH ADDITION, Klamath County, Oregon.

Together with the following described mobile home which is firmly affixed to the

1971 Vandy 24 X 54 mobile home.

Serial Number - S 8255 License #X129944 AAB

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CVY

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together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, stored, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all its linoleums and floor instances 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

to secure the payment of ... Twenty-Three Thousand Seven-Hundred Fifty and no/100---- Dollars

(\$ 23,750.00----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Twenty-Three Thousnad Seven Hundred Fifty and initial disbursement by the State of Oregon at the different total contents of Oregon at the State of Oregon at the Stat
States at the extraction and interest from the date of
on the 1st of each month
principal and valorem tayor for
The due date of the transfer of the principal, interest
and is secured by a many and it is a such that to be liable for many
Dated at Klamath Falls, Oregon
KUR CDT TO THE COLUMN (C)
LINDA D. BURNS The mortgegor or sub-

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

- 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 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, 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 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 mortgages; to deposit with the mortgages all such insurance shall be made payable to the mortgages all such insurance shall be made payable to the mortgages all such insurance shall be made payable to the mortgages.

- 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 mortgagee;
- 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 407.070 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 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

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 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 bind g 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 assured 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 pl

		templine, and the singula	r the plural where such	connotations are
				tile.
This document to be	MATIMOAGO	DESCRIBED ON THE FAC THE PROPERTY SECURED	BY THIS MOTE AND	
This document is be home secured by thi	s document.	o reflect a change	in the type of mo	bile
IN WITNESS WHEREOF, T	he mortgagors have set th	eir hands and seals this 23		
	and and make better	en nands and seals this	day of February	, 19 78
		P1. 40		
·		ROBERT LAMES	BURNS	(Seal)
		A Dimes	BURNS	(Scar)
100 - 100 -		LINDA D. BURN	S Burns	(Seal)

				(Seal)
	ACKNO	DWLEDGMENT		
STATE OF OREGON,				
County of KLAMATI	,	ss.		
D)		
Before me, a Notary Public,	personally appeared the with	hin named ROBERT J	AMES BURNS and	I TNDA D
BURNS			dire.	LINDA D.
act and deed.	his wife,	and acknowledged the foregoi	ng instrument to be THE	IR. voluntary
WITNESS by hand and officia	il seal the day and year last			
	. sear the day and year last	above written	~ ~	
E. OTAGE		Ma	\mathcal{I}	. ()
		- Jane	upo. Ost	emel
WASHING LOVE			Motary Pub	lic for Oregon
		My Commission expires	12-28-81	
Political Control of				
	MC	PTGAGE		
FROM	9	•	L- M 82	200
			Ds' Affairs	390
STATE OF OREGON.	William Co.	1		
County of Klamath		58 .		
I certify that the within was re	collect and duly recorded b	y me in Klamath	County Records, Book	of Mortgages
THE SAME SHARE SHAMMAN ON the	And day of February	, 1978 WM. D. MTINE	Winnerh de	
By Bernetha V.	Letoch Dep		Alamathunty Cler	K
Filed February 24. 1978				
Filed February 24, 1976 Klamath Falls, Or	egon at o'clock	3.33F M	, pr	Colors State Constitution

Fee \$6.00

County ...

Forta L-4 (Rev. 8-71)

Klamath

After recording return 75:
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon-97:110

RC+: TRANSAMERICA ATTWO GUARNES

Bernetha S. Relock Dopuis

MOEXE

	Fully recorded in Vol.	7th day of June N78, of N78 of North Bases on Pore	Transamerica little County of Transamerica little County M.	
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9,00	on Summittee House	Norte Bases	ansamerica lit	MAIH, W
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