

53496

7A38-1580-78

NOTE AND MORTGAGE Vol. 78 Page 18053

THE MORTGAGEE

GARY L. DENBROOK AND NORMA J. DENBROOK, husband and wife

mortgagors 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 5, Block 61, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-20100-20101-20102-20103-20104-20105-20106-20107-20108-20109-20110-20111-20112-20113-20114-20115-20116-20117-20118-20119-20120-20121-20122-20123-20124-20125-20126-20127-20128-20129-20130-20131-20132-20133-20134-20135-20136-20137-20138-20139-20140-20141-20142-20143-20144-20145-20146-20147-20148-20149-20150-20151-20152-20153-20154-20155-20156-20157-20158-20159-20160-20161-20162-20163-20164-20165-20166-20167-20168-20169-20170-20171-20172-20173-20174-20175-20176-20177-20178-20179-20180-20181-20182-20183-20184-20185-20186-20187-20188-20189-20190-20191-20192-20193-20194-20195-20196-20197-20198-20199-20200-20201-20202-20203-20204-20205-20206-20207-20208-20209-202010-202011-202012-202013-202014-202015-202016-202017-202018-202019-202020-202021-202022-202023-202024-202025-202026-202027-202028-202029-202030-202031-202032-202033-202034-202035-202036-202037-202038-202039-202040-202041-202042-202043-202044-202045-202046-202047-202048-202049-202050-202051-202052-202053-202054-202055-202056-202057-202058-202059-202060-202061-202062-202063-202064-202065-202066-202067-202068-202069-202070-202071-202072-202073-202074-202075-202076-202077-202078-202079-202080-202081-202082-202083-202084-202085-202086-202087-202088-202089-202090-202091-202092-202093-202094-202095-202096-202097-202098-202099-2020100-2020101-2020102-2020103-2020104-2020105-2020106-2020107-2020108-2020109-2020110-2020111-2020112-2020113-2020114-2020115-2020116-2020117-2020118-2020119-2020120-2020121-2020122-2020123-2020124-2020125-2020126-2020127-2020128-2020129-2020130-2020131-2020132-2020133-2020134-2020135-2020136-2020137-2020138-2020139-2020140-2020141-2020142-2020143-2020144-2020145-2020146-2020147-2020148-2020149-2020150-2020151-2020152-2020153-2020154-2020155-2020156-2020157-2020158-2020159-2020160-2020161-2020162-2020163-2020164-2020165-2020166-2020167-2020168-2020169-2020170-2020171-2020172-2020173-2020174-2020175-2020176-2020177-2020178-2020179-2020180-2020181-2020182-2020183-2020184-2020185-2020186-2020187-2020188-2020189-2020190-2020191-2020192-2020193-2020194-2020195-2020196-2020197-2020198-2020199-2020200-2020201-2020202-2020203-2020204-2020205-2020206-2020207-2020208-2020209-20202010-20202011-20202012-20202013-20202014-20202015-20202016-20202017-20202018-20202019-20202020-20202021-20202022-20202023-20202024-20202025-20202026-20202027-20202028-20202029-20202030-20202031-20202032-20202033-20202034-20202035-20202036-20202037-20202038-20202039-20202040-20202041-20202042-20202043-20202044-20202045-20202046-20202047-20202048-20202049-20202050-20202051-20202052-20202053-20202054-20202055-20202056-20202057-20202058-20202059-20202060-20202061-20202062-20202063-20202064-20202065-20202066-20202067-20202068-20202069-20202070-20202071-20202072-20202073-20202074-20202075-20202076-20202077-20202078-20202079-20202080-20202081-20202082-20202083-20202084-20202085-20202086-20202087-20202088-20202089-20202090-20202091-20202092-20202093-20202094-20202095-20202096-20202097-20202098-20202099-202020100-202020101-202020102-202020103-202020104-202020105-202020106-202020107-202020108-202020109-202020110-202020111-202020112-202020113-202020114-202020115-202020116-202020117-202020118-202020119-202020120-202020121-202020122-202020123-202020124-202020125-202020126-202020127-202020128-202020129-202020130-202020131-202020132-202020133-202020134-202020135-202020136-202020137-202020138-202020139-202020140-202020141-202020142-202020143-202020144-202020145-202020146-202020147-202020148-202020149-202020150-202020151-202020152-202020153-202020154-202020155-202020156-202020157-202020158-202020159-202020160-202020161-202020162-202020163-202020164-202020165-202020166-202020167-202020168-202020169-202020170-202020171-202020172-202020173-202020174-202020175-202020176-202020177-202020178-202020179-202020180-202020181-202020182-202020183-202020184-202020185-202020186-202020187-202020188-202020189-202020190-202020191-202020192-202020193-202020194-202020195-202020196-202020197-202020198-202020199-202020200-202020201-202020202-202020203-202020204-202020205-202020206-202020207-202020208-202020209-2020202010-2020202011-2020202012-2020202013-2020202014-2020202015-2020202016-2020202017-2020202018-2020202019-2020202020-2020202021-2020202022-2020202023-2020202024-2020202025-2020202026-2020202027-2020202028-2020202029-2020202030-2020202031-2020202032-2020202033-2020202034-2020202035-2020202036-2020202037-2020202038-2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- WITNESSED THAT WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS MORTGAGE AND THAT WE HEREBY AGREE TO BE BOUND BY THE SAME. IN WITNESS WHEREOF, WE HAVE SIGNED THIS MORTGAGE AS FOLLOWS:
8. Mortgagor shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, and same to be applied upon the indebtedness;
  9. Proceedings if an action to recover possession of the premises or any part of same, without written consent of the mortgagor;
  10. Not to lease or rent the premises or any part of same, without written consent of the mortgagor;
  11. To promptly notify mortgagor 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 mortgagor; 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 mortgagor 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.

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 mortgagor given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagor to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagor to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case of foreclosure in commence, 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 mortgagor 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 mortgagor 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 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 hereto.

IN WITNESS WHEREOF, the mortgagors have set their hands and seals this 15 day of August, 1978.

I, GARY L. DENBROOK, being first duly sworn, do solemnly declare and say that I am the person whose name is affixed to this instrument and that it is my true and lawful act and deed.

*Gary L. Denbrook* (Seal)

*Norma J. Denbrook* (Seal)

(Seal)

STATE OF OREGON, County of Klamath, this 16th day of August, 1978, to witness whereof, we have hereunto set our hands and seals this 16th day of August, 1978.

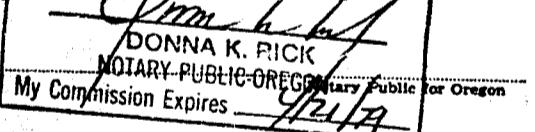
IN WITNESS WHEREOF, the mortgagors have set their hands and seals this 15 day of August, 1978.

Before me, a Notary Public, personally appeared the within named Gary L. Denbrook and Norma J. Denbrook,

Denbrook, his wife, and acknowledged the foregoing instrument to be their voluntary

act and deed.

WITNESS by hand and official seal the day and year last above written



My Commission expires

## MORTGAGE

L-M95250

FROM \_\_\_\_\_ TO Department of Veterans' Affairs

STATE OF OREGON, County of Klamath, ss.

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No. M78, Page 18053, on the 16th day of August, 1978, Wm. D. MILNE, Klamath County Clerk.

By *Bernieka Adcock*, Deputy.

Filed August 16, 1978, at o'clock 11:09 AM.

Klamath Falls, Oregon

Clerk's Office, Klamath County, Oregon, *Bernieka Adcock*, Deputy.

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

Form L-4 (Rev. 5-71) Fee \$6.00

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