

THE MORTGAGOR.

ELIAN H. BLEVINS AND DOLORES A. BLEVINS

Husband and wife

mortgages to the STATE OF OREGON, represented and acted by the Director of Veterans' Affairs, pursuant to ORS 407.430, the following described real property located in the State of Oregon and County of Klamath

Lot 10, Block 1, FIRST ADDITION TO VALLEY VIEW, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

together with the tenements, hereditaments, rights, privileges and appurtenances including roads and easements used in connection with the premises; electric wiring and plumbing, water and heating systems, ventilating, water and heating systems, some of which, windows shades and blinds, shutters, cabinets, built-ins, linoleums and floor coverings, built-in stove, oven, electric refrigerator, air conditioning, refrigerator, freezer, dishwasher, and all fixtures now or hereafter installed in or on the premises, and any improvements, and any and all other things growing or hereafter growing thereon; and any 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 preliminary note:

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 407.432, 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 November 15, 1978 and 253.00 on the 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 October 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 provided by ORS 407.432 from date of such transfer.

This debt is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon

September 15 1978

Ellie H. Blevins
Ellie H. Blevins
Dolores A. Blevins
Dolores A. Blevins

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

The mortgagor covenants that he and 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 distinguished by law or equity, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES

1. To pay all taxes and charges secured hereon;
2. Not to permit the buildings to be used or converted, nor to permit the removal or demolition of any buildings or improvements now on the premises, except as hereinafter stated, nor to permit all construction within a reasonable time in accordance with any agreement made between the parties herein;
3. Not to permit the cutting or removal of any timber except for his own domestic use, nor 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. Mortgage is authorized to pay all taxes and charges secured against the premises and add same to the principal, each of the advances in the interest as provided in the note;
7. To keep all buildings adequately insured during the term of the mortgage, against loss by fire and such other hazards in such amounts as shall be satisfactory to the mortgagee. In default of all payments and 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;

8. 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;
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 407.070 on 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.

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, 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 407.010 to 407.020 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 407.020.

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

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 15 day of September 1978

Ellie H. Blevins

Ellie H. Blevins

Dolores A. Blevins

Dolores A. Blevins

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named Ellie H. Blevins and Dolores A. Blevins

his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal this day and year last above written.

My Commission expires 8-5-79

MORTGAGE

L. M97198

FROM

TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

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

on 178 Page 20623 on the 13th day of September, 1978. WM. D. WILHE Klamath County Clerk

by Bernice A. Litsch Deputy.

Witnessed September 18, 1978

3:50P

Klamath Falls, Oregon

County Klamath

by Bernice A. Litsch Deputy.

After recording return to
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97334

Fee \$6.00