

55545

MITC (E81C)-M Vol. 77 Page 21244
NOTE AND MORTGAGE

THE SOUTHERN

11. New Room and with Coon, Husband and Wife

as presented and signed by the Director of Veterans' Affairs, pursuant to ORS 401.030, the following:

Lot 20 in Block 13 of TRACT 1003- THIRD ADDITION TO MOYINA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the fixtures, furniture, and appurtenances including roads and easements used in connection therewith; furnace and heating system, water heaters, fuel oil tanks, receptacles; plumbing, electric wiring, screens, closet window shades and blinds, shutters; cabinets, built-in linoleums and floor coverings, air conditioner, refrigerator, freezers, dishwasher, and all fixtures now or hereafter installed thereon; shrubs, trees, or bushes now growing or hereafter planted or growing thereon; and any foreign plants, trees, or shrubs in whole or in part, all of which are hereby declared to be appurtenant to the property.

to receive the payment of Norty Two Thousand Six Hundred Ninety Two and no/100----- Dollars

~~42-102-00~~—and 1624; therefore, exhibited by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Two Thousand Six Hundred Ninety Two and	
110/100	Dollars 142,692.00
with interest from the date of	
initial disbursements 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 483.072, 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:	
1,254.01	and \$254.00 on the
13th of each month or before November 15, 1978	and thereafter, plus one-twelfth of the ad valorem taxes for each
successive year on the principal amount then outstanding, plus interest thereon at the same rate described in the mortgage, and continuing until the full amount of the principal, interest and taxes paid, plus applied first as interest on the unpaid balance, the remainder on the	
last payment shall be made before October 15, 2008.	
In the event of transfer of the balance shall remain in my name or name of the mortgagee, the terms of which are made a part hereof.	
Klamath Falls, Oregon	
Dated at Klamath Falls, Oregon	May 12, 1978
September 25,	Ruth Eason

卷之三十一

新編中華書局影印本

1. The point will distract and distract
 2. Much too personal. The teacher's personal experience may not be relevant enough.
 3. Much too personal. The teacher's
 4. Much too personal. The teacher's
 5. Much too personal. The teacher's
 6. Much too personal. The teacher's
 7. Much too personal. The teacher's
 8. Much too personal. The teacher's
 9. Much too personal. The teacher's
 10. Mrs. Lewis' self-delusion is a continuation of her overprotective, overinvolved, and controlling nature.

any player will not have control of the ball at any time without penalty.

...and the said John has good right to mortgage same, that the premises are free
of all incumbrances, and that the plaintiff and demands of all persons whomsoever, and this
is to witness wherefore, I have signed this instrument.

卷之三十一

11. If necessary, consent or disconsent, not to permit the removal or demolishment of any buildings or improvements, to being carried on good repair; to exempt all construction within a reasonable time in every way made between the parties hereto;

12. To remove all solid timber except for his own domestic use; not to commit or suffer any waste;

13. To give notice to the mortgagee of any sale or other disposal;

14. Not to let or otherwise let out any house;

15. To call real property taxes assessed against the premises and add same to the principal, each of the assessments due and payable;

16. Not to damage or impair the terms of the mortgage, against loss by fire and such other hazards in such manner as would be satisfactory to the mortgagor; to deposit with the mortgagor all such insurance as will cover all property; all such insurance shall be made payable to the mortgagor;

17. Not to make any assignment, conveyance or lease of the premises for more than the period of redemption expressed.

8. Mortgagor shall be entirely released, same to be entitled 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 all payments due from the date of transfer; by 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 payment 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 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 covenants 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 said proceeding.

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 hold same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a trustee 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 Article 47.21 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.

WORDING: 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 25 day of September, 1978.

Larry Coon

(Seal)

Ruth Coon

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

I, Ronald D. Steele, Notary Public, personally examined the within instrument, Larry Coon and Ruth Coon,

and found the same to be valid, true, and acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and seal, this day and year last above written,

Notary Public for Oregon

My Commission expires July 13, 1981

My Commission Expires July 13, 1981

MORTGAGE

L- M97853

FROM:

TO Department of Veterans' Affairs

STATE OF OREGON

County of Klamath

I, Ronald D. Steele, Notary Public, recorded and duly indexed by me in Klamath County Records, Book of Mortgages,

on NUB #21245 on the 26th of September, 1978 W. D. MILNE Klamath County Clerk

as Deputy

on September 26, 1978

at 9:05 A.M.

Klamath Falls, Oregon

Klamath

by Lorraine D. Steele

Deputy

After examination return to

DEPARTMENT OF VETERANS' AFFAIRS

Central Services Division

Salem, Oregon 97304

Form 124 (Rev. July 1971)

Fee \$5.00