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NOTE AND MORTGAGE

THE MORTGAGORS: Dennis P. Morehouse and Katherine J. Morehouse

Husband and Wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property situated in the State of Oregon and County of Klamath:

Lot 3, Block 19, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with the buildings and improvements, rights, privileges, and appurtenances including roads and easements used in connection with the premises, all fixtures, including and fixtures, furnace and heating system, water heaters, fuel storage receptacles; plumbing, sanitary, water and sewage systems, electric wiring, window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in ranges, electric stoves, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises and any shrubbery, plants, or timber now growing or hereafter planted or growing thereon; and any replacements of any 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 Four Thousand Two Hundred and no/100---------- Dollars

($34,200.00----------), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Four Thousand Two Hundred and no/100-- ---------- Dollars ($34,200.00----------), 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:

$209.00---------- on or before November 15, 1978---------- and $209.00 on the 15th of each month---------- thereafter, plus one-twelfth of---------- the ad valorem taxes for each successive year as 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, 2006----------

In the event of a sale or conveyance of the premises or any part thereof, I will continue to be liable for payment and the balance shall bear interest as provided by ORS 407.072 from date of such transfer.

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

Dated at Klamath Falls, Oregon

September 17, 1978

Dennis P. Morehouse

Katherine J. Morehouse

The mortgagor reserves the right to 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 covenant shall not be construed as covering future advances, 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 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 lien, 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 necessarily 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 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;

(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 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 by him during attending the enforcement of his security hereunder in secure compliance with the terms of the mortgage or the note shall bear 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 the 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, or a change by sale or permission of the mortgagor 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 enforce 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 mortgagor, 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 ORS 407.210 and to all 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.

NOTICE: The masculine shall 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 27 day of September 19 78

Dennis P. Morehouse (Seal)

Katherine J. Morehouse (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON }ss.
County of Klamath

Before me, a Notary Public, personally appeared the within named Dennis P. Morehouse and Katherine J. Morehouse who acknowledged the foregoing instrument to be their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

Linda Stetler
Notary Public for Oregon

My Commission Expires July 13, 1981

My Commission expires

MORTGAGE

M98279

FROM TO Department of Veterans' Affairs

STATE OF OREGON }ss.
County of Klamath

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

No. M78 Page 21491 on the 27th day of September, 1978 WM. D. MILNE Klamath County Clerk

By Lorraine Skelton Deputy.

Filed September 27, 1978 at o'clock 2:51 P.M.
Klamath Falls, Oregon
County Klamath By Lorraine Skelton Deputy.

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

Fee $6.00

Form L-4 (Rev 1-78)