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THE MORTGAGOR.

NOTE AND MORTGAGE

Vol. 21753
m Pg. 21753

JULIE L. NEALY AND DOROTHY J. NEALY

MORTGAGOR AND WIFE

Mortgaged to the State of Oregon, presented and filed by the Director of Veterans' Affairs, pursuant to ORS 467.400, the following described real property located in the State of Oregon and County of Klamath:

Lots 2 and 3 in Block 16 of Clemon Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the improvements, if any, on the premises; electric, water, ventilating, water and heating; covering built-in stoves, ovens, installed in or on the premises; representations of any one or more land, and all of the roads, ways, rights, privileges, and appurtenances including roads and easements used in connection with the fixtures, fixtures and heating system; water heaters, fuel storage receptacles; plumbing, fixtures, doors, windows, radiators, cabinets, built-ins, linoleums and floor coverings; glass or mirrors; refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; shrubbery, trees, or other plantings growing or hereafter planted or growing thereon; and any other property, real or personal, all of which are hereby declared to be appurtenant to the mortgaged property;

to secure the payment of Dollars Six Thousand Five Hundred Five and no/100 ————— Dollars

(26,505.00) and interest thereon, evidenced by the following promissory note:

I promise to pay to you or order Twenty Six Thousand Five Hundred Five and no/100 ————— Dollars (26,505.00) —————, with interest from the date of this note at the rate of 5.3 percent per annum until such time as a different interest rate is established pursuant to ORS 467.400, 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:

\$194.00 ————— before November 15, 1978 ————— and \$164.00 on the 15th of each month thereafter plus one-twelfth of ————— the ad valorem taxes for each successive year on the principal amount so 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 transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest at the rate prescribed by ORS 467.400 from day of such transfer.

This note is subject to change, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon

September 26, 1978

Jack L. Nealy
Jack L. Nealy,
Dorothy J. Nealy
Dorothy J. Nealy

The mortgagor covenants to pay all or any part of the sum at any time without penalty.

The mortgagor covenants to defend the property in the mortgage, has good right to mortgage same, that the premises are free from encumbrances, that he will covenant shall not be contravened.

MORTGAGOR FURTHER:

1. To pay all debts and expenses;
2. To permit the trustees to remove any fixtures or personal property now or hereafter deposited with any agent;
3. To permit the cutting of timber except for his own domestic use; not to commit or suffer any waste;
4. Not to dispose of any fixtures or material purpose;
5. Not to alienate or encumber to enter at any time;
6. Mortgagor is authorized to advertise his name against the principal and add same to the principal, each of the above;
7. To keep all buildings used entirely or principally in connection with receipts from insurance shall be kept in good repair;
8. To render account or shall be satisfactory to the mortgagor; to deposit with the mortgagor all such amounts as shall be made payable to the mortgagor by the mortgagor in case of foreclosure until the period of redemption expires;

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4. Mortgagor shall be entitled to
early repayment, same to be ap-
plied to the balance owing;
5. Not to issue or post the pres-
ent;
6. To permanently modify mortgages
without a copy of the original
all payments due from the ob-
ligee;

The mortgagee may, at any time,
make up all sums, including the am-
ount unpaid, all the costs mentioned
herein and all interest accrued and
accrued and shall be recovered by the
mortgagee.

Default in any of the covenants
above made shall operate to make
shall cause the entire indebtedness
mortgaged subject to forfeiture.

The failure of the mortgagor
to comply with the covenants

In case disbursements are incurred
in connection with such failure,

Upon the breach of any covenant
the mortgagor shall be entitled
have the right to the appointment

The covenants and agreements
between the respective parties be-

It is expressly understood and
agreed, ORS 407.020 to 407.030
and any thereafter be issued

WITNESS: The signature shall
apply to both spouses.

IN WITNESS WHEREOF, the

spouses have set their hands and seals this 28 day of September, 1978.

Jack L. Nealy
Jack L. Nealy

(Seal)

Dorothy J. Nealy

(Seal)

Dorothy J. Nealy

(Seal)

ACKNOWLEDGMENT

—

Jack L. and Dorothy J. Nealy

do hereby acknowledge the foregoing instrument to be their voluntary

act and deed.

WITNESS by hand and seal:

and this day and year last above written.

James D. Kilmeade

Notary Public for Oregon

8-5-79

M97579

MORTGAGE

TO Department of Veterans' Affairs

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Klamath County Records Book of Mortgages.

28th day of September, 1978 M. D. KILMEADE, Clerk

Deputy

Alma Hatch

Deputy.

Filed September 29, 1978
Klamath Falls, Oregon
County

After recording return to
DEPARTMENT OF VETERANS'
Health Service Bureau
Salem, Oregon 97302

Form U-4 (9-64) 1-74

Fee \$6.00