

55893

MTC 6778-M
NOTE AND MORTGAGE

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21806

THE MORTGAGOR, William A. Frei and Mary J. Frei, Husband and Wife,Mortgage to the STATE OF OREGON, presented and acting by the Director of Veterans' Affairs, pursuant to ORS 467.020, the following described real property located in the State of Oregon and County of KlamathLot 11, Block 1 of Tract No. 1002 LA WANDA HILLS, situate in the S $\frac{1}{2}$ of Section 14 and the NE $\frac{1}{4}$ of Section 20, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1978, Make/Scotler, Serial Number 7778, Size/70x28.

together with the easements, rights, privileges, and appurtenances including roads and easements used in connection with the premises, electric, water, gas, telephone, furnace and heating system, water heaters, fuel storage receptacles, plumbing, ventilation, water and branding, doors, screens, doors, window shades and blinds, shutters, cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, refrigerators, freezers, dishwashers, and all fixtures now or hereafter installed in or on the premises, and all other improvements, and all other things now or hereafter growing or growing thereon; and any easements of any one or more of the foregoing things, and all of which are hereby declared to be appurtenant to the land, and all of the roads, lanes, and easements of the foregoing 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 promissory 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 467.023, 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:

\$ 303.00 or before November 15, 1978 and \$303.00 on the 15th of each month thereafter, plus one-twelfth of the ad valorem taxes for each successive year on the premises described in this mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid. Each payment to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the full payment shall be on or before October 15, 1998.

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 not be released or discharged from date of such transfer.

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

Witness my hand and seal at Klamath Falls, Oregon this September 27, 1978 day of September.

William A. Frei
Mary J. Frei

The mortgagor or whoever shall not pay any part of the debt at any time without penalty.

The mortgagor covenants that the premises, and all claims, shall be free from all liens and demands of all persons whomsoever, and this covenant shall not be discharged.

MORTGAGOR'S COVENANTS AND AGREEMENTS

1. To pay all debts and taxes on the premises and to keep the same in good repair.
2. Not to permit the building on the premises to be used for any purpose other than that for which it was originally intended, and to keep the same in good repair.
3. Not to permit the building on the premises to be used for any purpose other than that for which it was originally intended, and to keep the same in good repair.
4. Not to permit the building on the premises to be used for any purpose other than that for which it was originally intended, and to keep the same in good repair.
5. Not to permit any building on the premises to be used for any purpose other than that for which it was originally intended, and to keep the same in good repair.
6. Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the payments to be made.
7. To keep all buildings on the premises insured during the term of the mortgage, against loss by fire and such other hazards in such amounts and on such terms as shall be satisfactory to the mortgagee, to deposit with the mortgagee all such insurance with receipts therefor, and to pay the cost of such insurance to the mortgagee, and to keep the same in good repair.

2. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be added upon the indebtedness;

3. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

4. 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; 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 cost of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the mortgage 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 mortgage, shall constitute a breach of the mortgage and the mortgagee shall have the right to declare the entire indebtedness immediately due and payable without notice and this mortgage shall be subject to foreclosure.

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

In case foreclosure is commenced, the mortgagee 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, income 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 herein.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, and all laws and regulations which have been or may hereafter be enacted by the Oregon Legislature pursuant to the provisions of ORS 407.020.

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

The mobile home described on the face of this document is a portion of the property mortgaged by this Note & Mortgage.

BE WITNES: WHEREOF, the parties have set their hands and seals this 29 day of September, 1978

Norman A. Frei
Mary J. Frei

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared Norman A. Frei and Mary J. Frei

known to me, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNES: by hand and seal of me the day and year last above written.

Linda Hertz
Notary Public for Oregon
My Commission Expires July 12, 1981

MORTGAGE

M98669

FROM

To Department of Veterans Affairs

STATE OF OREGON

County of Klamath

I certify that the within described land and other interests hereby are Klamath County Records, Book of Mortgages.

on 29 day of September, 1978 at 10:15 A.M. D. NIELSE Klamath, Clerk

by Norman A. Frei

on September 29, 1978

at 1:15 P.M.

at Norman's Falls, Oregon

County Klamath

by Bernard A. Frei

Deputy.

* After recording return to
DEPT. OF VETERANS AFFAIRS
(General Services Branch)
Salem, Oregon 97339

Fee \$6.00