56261

MTC 6911-J NOTE AND MORTGAGE

Vol. 78 Page 22332

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

The marigagor 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 extinguished by foreclosure, 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 tax, assessment, lien, or encumbrance to exist at any time;
- 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 unceasingly 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;

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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 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 mortgage 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 as of the respective parties hereto.

It is distinctly understood and agreed that this note and Constitution, ORS 407.010 to 407.210 and any subsequent ameissued or may hereafter be issued by the Director of Veterans	mortgage are subject to t ndments thereto and to a 'Affairs pursuant to the p	he provisions of Article X all rules and regulations provisions of ORS 407.020.	I-A of the Oregon which have been
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	Meridut	M. Croff	(Seal)
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County of Klamath	} ===.		
Before me, a Notary Public, personally appeared the with	Daniel P	Croft and Merio	eth M. Croft
, OTAR), his wife,	and acknowledged the fore	going instrument to be	their voluntary
act and deed.			
WITNESS by hand and official seal the day and year last	above written.	$\alpha \alpha$	
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	0 1	Notary	Public for Oregon
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FROM	TO Department of V	eterans' Affairs	
STATE OF OREGON.) 55.		
Klamath County of)		
I certify that the within was received and duly recorded	by me in	County Records,	Book of Mortgages,
M79 22332 6th October	, 1978 WM. D. MII	NE Klamath C	lerk
No. Page on the day of	C. Carrey St. Commun.	County	
By LIMILIAN DE STILL BY	eputy.		
October 6, 1978 at o'cloc			in in the second
Klamath County			Deputy.
After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building	Fee \$ 6		

Salem, Oregon 97310