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MTC 7062-M NOTE AND MORTGAGE

Vol. 78 Page 22815

THE, MORTGAGOR, Raiph Allen Winter and Mary Ellen Winter, Wife ki and cit 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 located in the State of Oregon and County of ... Klamath Lot:35\in-Block 15 of TRACT 1064, FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath (1 destry that his usern-sear received had doly received of me in csipulking the term Klamath ELVIE CIE TIEFCERE e Arres and parameters of X2 opens. MORTGAGE iga gasnapanni kalada MILITERE PLANTE THE PROPERTY STATE OF SUCCESSION AND and awards of the balls for inches Before me a specie rubbet parterially expected the with together with the tenements, heriditaments, rights, privileges and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, coverings, built-in stoves, overs, system; screens, doors, window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, overs, system; sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any tubbery, flora, or timber now growing or hereafter planted or growing thereor; and any replacements of any one or more of the forming tems, 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; (\$19,000,00 note:); and interest thereon, evidenced by the following promissory note: I promise to pay to the STATE OF OREGON Nineteen Thousand no/100-Dollars (\$.19.,000,00 mm.), with interest from the date of <u>\$ 113,00-----</u> Ton or before December 15, 1978 manner and \$...113,00 on the 15th of each month------thereafte, plus ____one-twelfth of------the ad valorem taxes for each successive year on 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. November 15, 2008--The due date of the last payment shall be on or before 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 as prescribed by ORS 407.070 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 October 11 albur to 160 universitation a mater 1921 for Arms Remisse a 1924 universit der 2014 Luser The mortgagor, or subsequent owner may 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 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 vacent 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;
- 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 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 mortgage; to deposit with the mortgage all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgage; insurance shall be kept in force by the mortgagor in case of forcelosure until the period of redemption expires;

- 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 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, and this contained or the expenditure of any portion of the loan for purposes shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this

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, 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.

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IN WITNESS WHEREOF. The mortsgrous have set that hands and seal this 11 day of October 11 ACKNOWLEDGMENT Winter County of Klamath Before me, a Notary Public personally appeared the within named Ralph Allen Winter and Mary Ellen Winter WITNESS by hand and official seal the day and year last above written. MORTGAGE MORTGAGE MY Commission Expires My Ramath TO Department of Veterans' Affairs TO Department of Veterans' Affairs Klamath L certify that the within was received and duty recorded by me in Klamath Figure 22815 on the 12th ay of October, 1978 WM. D. MILNE Klamath M78 Page 22815 on the 12th ay of October, 1978 WM. D. MILNE Klamath County Records, Book of Mortgage Klamath Figure 22815 or the 12th ay of October, 1978 WM. D. MILNE Klamath County Records, Book of Mortgage Klamath Figure 22815 or the 12th ay of October, 1978 WM. D. MILNE Klamath County Records, Book of Mortgage Klamath Figure 27815 or county Records, Book of Mortgage Klamath Figure 27815 or county Records, Book of Mortgage Klamath Figure 37815 or county Records, Book of Mortgage Klamath Figure 37815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Figure 38876 or county Records, Book of Mortgage Klamath Figure 38815 or county Records, Book of Mortgage Figure 38876 or county	A Prince Some 6	Fan- 22 Late State 6 18 4 17	경우 시장생각 보고 있다면 하지 않는 그 것 같아 모이 다		
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