56956

T/438-16593-5 NOTE AND MORTGAGE Vol. 14 Page 23452

THE MORTGAGOR, CARL S. GRUVER and HELEN M. GRUVER, husband and wife

and the second second	11		the Directo	r of Veter	ans' Af	fairs.	pursuant	to ORS	5 407.030, the	follow-
ges to the STATE OF OREGON recribed real property located in the	presented at	nd acting by	inty ofK	Lamath						
in Jacob property located in the	State of C.									
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Helen M. Gruver										
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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:

- Not to permit the buildings to become provements now or hereafter existing: accordance with any agreement made
- 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:
- 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 mortgage all such companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgage all such insurance shall be made payable to the mortgagee; 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 mortgager in case of foreclosure 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;
- 10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 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 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 407.210 and any subsequent 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.

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

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172cp of same parts	
IN_WITNESS WHEREOF, The mortgagors h	have set their hands and seals this day of October 19 78
	Calls Sture :: 1770 (Seal)
	Carl S. Gruyer
	Helen M. Gruver (Seal)
원론, 휴물 사용물로 등록 문화하고 하는 사람이 되었다고 있다고 있다. 2000년, 1908년 - 1982년, 그리고 있는 그리고 기를 가는 것이 되었다.	(Seal)
	ACKNOWLEDGMENT
STATE OF OREGON.	Ss.
County ofKlamath	SS.
물로 빚고하다 어깨워 아일화와 그래 하 중요한다고 하는 유리와 하다 된 것이다고 모든 사람들도 다	ared the within namedCarl S. Gruver and
사고하다. 그녀는 왜 하는 것들은 생각을 하지 않는데 얼마나가 하는데 하고 싶다고 하는데 하는데 하는데,	
Helen M. Gruver	, his wife, and acknowledged the foregoing instrument to be their voluntary
act and deed.	
WITNESS by hand and official seal the day a	and year last above written.
기본 시민들의 경우를 통해 같은 다른 것으로 되는 것이다. 2000년 전 10년 1일	
(1) 전 사용 전 보다 보고 있다는 사람이 되는 것이 없는 것이 없는 것이 되었다. 사용 구성 등록 보다 있다고 있는 것이 없는 것이 없는 것이 없는 것이 없다.	Notary Public for Oregon
등하는 경우 경우를 가는 것으로 하는 것이다. 그는 것은 것이다. 	45-82
1일 교육하는 동시하는 사람들은 사람들이 하는 이 것이 있습니다. 1일 속을 통하고 있다고 있습니다.	My Commission expires
중국인 성용성 보통 등 등 등 경기를 하는 것이 되는 것이 되었다. 경기는 사람들 사람들 사람들이 되었다. [1] 등 기를 가지를 했다.	
	MORTGAGE
경영 (1980년 시간 등 12일 전 12일 전 12일 12일 12일 전 12일 전 12일 12일 12일 12일 12일 12일 12일 12일 12일 12일	10 L-M98875
FROM	TO Department of Veterans' Affairs
STATE OF OREGON.	생활성 (1945년 1945년 1945년 1947년 19 1947년 1947년 1
County of Klamath	>55.
출 경험 활성과 경영화원 위한 경우 시간 사용을 받아 보는 것 같아 있는 그 살았다. 이 남은 이 나는 그는	Klamath Daylor Martinger
I certify that the within was received and d	tuly recorded by me in Klamath County Records, Book of Mortgages,
No M78 Page 23452 on the 19th day of	October, 1978 WM. D. MILNE Klamathniy Clerk
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Filed October 19, 1978	at o'clock 10:55AM
Klamath Falls, Osregon	
County Klamath	By Deputy.
After recording return to a Company of Company of Veterans Affairs	And and pulpers, carbona, "see one, and one
General Services Building Salem! Oregon 97310	Fee \$6.00

Form L-4 (Rev. 5-71)