

58648

NOTE AND MORTGAGE

Vol. <sup>m</sup> 78

T/A 38-16870-S

Page 26151

THE MORTGAGOR:

KENNETH A. BROWN and KATHY A. BROWN, husband

and wife

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, County of Klamath:

Lot 12, Block 2, BEL-AIRE GARDENS, in the County of Klamath, State of Oregon,

KIPPA V. BROWN

together with the tenements, hereditaments, 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, ventilating, water and irrigating systems; screens, doors, window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings; built-in stoves, ovens, electric sinks, air conditioning units, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flowers, trees, plants, now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, 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;

to secure the payment of Thirty Four Thousand Five Hundred and no/100 Dollars

(\$34,500.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Four Thousand Five Hundred and no/100

Dollars (\$34,500.00) 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 407.072, 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:

\$205.00 on or before February 1, 1979 and \$205.00 on the 1st of each month thereafter, 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.

The due date of the last payment shall be on or before January 1, 2009.

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

November 20 1978

Kenneth M. Brown

Kathy A. Brown

Kathy A. Brown

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 free and clear, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same, and that the mortgage shall not be extinguished by foreclosure, but shall remain with the land.

#### MORTGAGOR FURTHER COVENANTS AND AGREEMENTS

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or to be used for any purpose other than that for which they were originally intended; to keep the premises 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 or other natural resources on the premises except for his own domestic use; not to commit or suffer any waste;
4. Not to permit the use of the premises for any purpose that is unlawful 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, assessments 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 unconditionally insured during the term of the mortgage, against loss by fire and such other hazards in such policies with receipts showing payment in full of the premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor until the period of redemption expires;

8. Mortgagee shall be entitled to all compensation and damages payable 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 the 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, and to furnish a copy of the instrument of transfer to the mortgagee. The mortgagor shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects the mortgage shall remain in full force and effect.

The mortgagor may, at his option, in case of default of the mortgagee, perform same in whole or in part and all expenditures made in so doing including the employment of an attorney to secure collection, 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 shall constitute a breach of the mortgage and 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 shall 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 expenses 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 407.020 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.

IN WITNESS WHEREOF, The mortgagors have set their hands and this 20th day of November, 1978

Kenneth M. Brown (Seal)

Kathy A. Brown (Seal)

Kathy A. Brown (Seal)

### ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named Kenneth M. Brown and

Kathy A. Brown

his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and official seal the day and year last above written

My Commission expires 4-5-82

### MORTGAGE

FROM

L- P02146

TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No. M78, Page 26151 on the 20th day of November, 1978 at 11:15 A.M. D. Milne Klamath County Clerk

By Berntha S. Shetch Deputy.

Filed November 20, 1978 at 11:15 A.M.  
Klamath Falls, Oregon

County Klamath

By Berntha S. Shetch Deputy.

After recording return to:  
DEPARTMENT OF VETERANS' AFFAIRS  
General Services Building  
Salem, Oregon 97310

Fee \$6.00