X-32221

72629 NOTE AND MORTGAGE

Vol. <u>79 Page 15779</u>

THE MORTGAGOR. ROBERT L. ANTHONY and LOUISE ANTHONY,

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 and County of ...Klamath .....

A parcel of land situated in the ShawanE4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a one-half inch iron pin on the Southerly line of Alva Avenue, said point being North 00 47'38" West a distance of 646.40 feet and North 89 39'15" East a distance of 315.00 feet from the Southwest corner of the NW4NE4 of said Section 1; thence North 89 39'15" East along the Southerly line of Alva Avenue a distance of 87.00 feet to a one-half inch iron pin; thence South 00 47'38" East a distance of 108.13 feet to a one-half inch iron pin; thence South 89 12'22" West a distance of 87.00 feet to a one-half inch pin; thence Eorth 00 47'38" West a distance of 108.81 feet to the point of beginning; also known as Lot 3, Block 2, Moving Manor.

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together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements 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 conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the

to secure the payment of Fifty Thousand and no/100---- Dollars

(\$50,000.00----), and interest thereon, evidenced by the following promissory note:

\$.297,00 on the and \$.297.00 on the little of each months—thereafter, plus one-twelfth of each months—thereafter, plus one-twelfth of the advancer that advancer 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.

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

Dated at Klamath Falls, Oregon

Dodet & anthony

August 20, 1979

8-20-7

Louise anthony

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;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or inprovements 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;

- 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, 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 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 of the entire indebtedness at the option of the mortgage of the mortgage given before the expenditure is made, 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 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

MINESS WHEREOF, The mortgagor	s have set their hands and scals this 20thday of August
	Blut of Anthores
	Lacrise anthony (Seal)
	Laures anthony (Seal)
	(Seal)
	ACKNOWLEDGMENT
STATE OF OREGON.	
County ofKlamath	$\left\{ \mathbf{s}_{\mathbf{s}}^{(i)}, \mathbf{s}_{$
County of Extrama Cit	
Before me, a Notary Public, personally app	peared the within namedRobert L. Anthony and Louise
Anthony act and deed.	, his wife, and acknowledged the foregoing instrument to be their voluntary
WITNESS by hand and official seal the day	and year last above written
1 B	I plane to the
	Notary Public for Oregon
6	7/10/02
	My Commission expires 7/19/82
•	MODIO A OF
	MORTGAGE
FROM	L- P19508
STATE OF OREGON.	TO Department of Veterans' Affairs
· ·	<b>}</b> ss,
County of 151 amath	<b>103</b>
I certify that the within	
that the within was received and c	duly recorded by me in Klamath County Records, Book of Mortgages,
No. 170 Page 1077 on the 20+ day of	Amount 1976 VI. B. VIII Flangt County Clar
By Dernetha Sheloth	Deputy.
Filed August 20 1070	
Lanath Falls, Oregon	
County Hlomath	By Simetha Apolada
After recording return to	Deputy.
DEPARTMENT OF VETERANS AFFAIRS General Services Building	Fee \$7.00 Million The Section 1
Salem, Oregon 97310 Form Le4 (Rev. 5-71)	
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