38-20137-5-J	NOTE AND MORTGAGE Vol. 79 Page 24048
General Services Building Salera C.D.C.	
THE MORTCAGOR, CHA	RLES D. MC DOWELL and NELLIE M. MC DOWELL, HUSDANU A
wife KISUGLI	
mortgages to the STATE OF ORE ing described real property located	GON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow d in the State of Oregon and County ofKlamath
Lot 30, FAIR ACRES SU	JBDIVISION, in the County of Klamath, State of Oregon.
.a. 1179 1°284.24.04.8, on the	.11thday of October, 1979 W. D. MILNE Klamath County Clart
아파는 사람은 것은 것을 물질을 했었다.	presived and duly recorded by $m_{\rm em} = \frac{1}{2} {\rm density} {\rm $
County of Klami	+2 }
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	MORTGAGE
	My Comprission expires
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Nellie M. HeDoveli Rendeed	1 . The first and acknowledged the toregoing matrices in the $-1_{r_{1}+r_{2}n_{1}+r_{2}n_{2}+r_{2}}$
영화학에는 방송한 동안 모양을 것 이용할 것이	. We contribute the second state $D_{\rm eff}(X, {\rm I}, {\rm eff}_{\rm eff}) = 0$, $D_{\rm eff}(X, {\rm I}, {\rm eff}_{\rm eff}) = 0$.
	사람이 있는 것같은 것은 것은 것은 것은 것은 것을 알려요. 것은
together with the tenements, h with the premises; electric wir ventilating, water and irrigating coverings, built-in stoves, ovens, installed in or on the premises; replacements of any one or more	eriditaments, rights, privileges, and appurtenances including roads and easements used in connect ring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumb systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and fi , electric sinks, air. conditioners, refrigerators, freezers, dishwashers; and all fixtures now or herea and any shrubbery, flora, or timber, now growing or hereafter planted or growing thereon; and e of the foregoing items; in 'whole or in part, all of which are hereby declared to be appurtenant to s, and profits of the mortgaged property:
land, and all of the rents, issues	ty Thousand and no/100
승규가 전문을 가지 않는 것을 수 없을 것 같아. 가슴 부분 관계 같아.	interest thereon, evidenced by the following promissory note:
(<u>\$_0U,UUU,UU====</u> , and I	물과가격 영웅물을 감장을 받았는 가로 통하여 물질입니다. 가 많은 눈값 말았다. 가 알았다. 하나니 가 들은 제
	CEURIES OF OUT INPA-ITY
I promise to pay to	the STATE OF OREGON Eifty Thousand and no/100
initial disbursement by the	e State of Oregon, at the rate of 5.9 percent per annum until such time as a biblioted percent to ORS 402 072, principal and interest to be paid in lawful money of the United
States at the office of the	Director of Veteralis Allans in Second Second
1st of each month	non or before December 1, 1979 and \$-297,00 on the h
successive year on the pr and advances shall be ful	emises described in the mortgage, and continuing until the full amount of the principal on the lay paid, such payments to be applied first as interest on the unpaid balance, the remainder on the
principal.	November 1, 2009

The due date of the last payment shall be on or before .NOV 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. Klamath Falls, Oregon Dated at x 1**79** October

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se to connected actions interformed. The mortgagor, or subsequent owner-may pay all or, any part of the loan at any time without penalty. 21616

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,

- REES:
- MORTGAGOR FURTHER COVENANTS AND AGREES:

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the sign in his of

- 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 im-provements 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; to the same in good repair; to the same in the same in the parties hereto; to the same in the same interval of the same interval o 6
 - 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;

 - 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 mortgagee all such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee 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; (\cdot, \cdot)

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manipular scale be load in total by the most substance of all and the provident of a	
construct of account of and the ment of property of the factor of the second of	nder right of eminent domain, or for any security volu

8. Mortgagee shall be entitled to all compensation and damages tarily released, same to be applied upon the indebtedness;

 Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
To remain a state or rent the contract of calculations in a clear state 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 mortgage 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 mortgager without draw interest at the rate provided in the note, and all such expenditures shall be immediately repayable by the mortgager without draw interest at the rate provided in the note, and all such expenditures shall be immediately repayable by the mortgager demand and shall be secured by this mortgage. I to but on opportune covenants or agreements herein contained or the expenditure of any portion of the loan for purposes ofter than those specified in the application, except by written permission of the mortgage given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this mortgage subject to foreclosure. The failure of the mortgage to exercise any options berein set forth will not constitute a waiver of any right arising from a

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.

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 CINYKTER D. HO. DOMENT Constitution, ORS 407.00 to 407.201 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 maculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein. CALL of transfer of boundary being the burner of the burner of the boundary being the burner of the boundary being the burner of the burner of the boundary being the burner of the burne The dote date of the but payment shall be on or buttle. NOVERDEP 1, 2009

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ACKNOWLEDGMENT

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County of Klamath

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T/A 38+20137-5-5

Before me, a Notary Public, personally appeared the within named <u>Charles D. McDowell and</u> theirvoluntary

... bis wife, and acknowledged the foregoing instrument to be . Nellie M. McDowell

act and deed. WITNESS by hand and official seal the day and year last above written. 110 Public for Oregon . . . 'n ст. • 10 11 My Commission expires 32 Y. -

MORTGAGE

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dy D:IX

TO Department of Veterans' Affairs

FROM STATE OF OREGON. Klamth County of I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, Page 24048, on the 11thday of October, 1979 W. D. MILNE Klamath County Clerk By Dernettie Afete thing in Merconner of Kigueralegrane of medon No. M7.9

Filed to October 11, 1979 and the same of Orseen and 3:32° P1 M (1989) (And Area and Andrew and Andrew and Andrew and Demetha Afetsch Deputy. ... Ву Klamath

After recording return to: DEPARTMENT OF VETERANS'INFFAIRS D. HC DOMENT BUCFEE:\$7.00 H. HC DOMENT PREDECISING General Services Building Scient Overson 9720 Scient Overson 9720 NOTE AND MORTGAGE Salem, Oregon,97310 Form L-4 (Rev. 5-71)