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NOTE AND MORTGAGE

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	GON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the fo
ot 20; HOMEDALE, in the Easterly 150 feet	the County of Klamath, State of Oregon, EXCEPTING therefrom tof the Southerly 12 feet of the therein described property, Term (Clorical County)
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th the premises; electric wiring ntilating, water and irrigating sy- verings, built-in stoves, ovens, e- stalled in or on the premises; and olacements of any one or more ond, and all of the rents, issues.	diltaments, rights, privileges and appurtenances including roads and easements used in connecting and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumi stems; screens, doors window shades and blinds, shutters; cabinets, built-ins, linoleums and electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or here of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to and profits of the mortgaged property;
tarunii faita is vortus kartaite et laita k	(Minus) 사람들이 하는 경험을 보면 하는 사람들이 되었다. 이 중요한 전환 사람들이 되었다. 사람들이 하는 사람들이 되었다. 이 사람들이 사람들이 없는 사람들이 되었다. 사람들이 다른 사람들이 사람들이 되었다.
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secure the payment of 1.11 Cy	erest thereon, evidenced by the following promissory note:
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1 promise to pay to the 100), and inte 100	STATE OF OREGON Fifty Two Thousand Four Hundred Fifty and not take of Oregon, at the rate of 5.9 process percent per annum until such time as a dished pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United sector of Veterans' Affairs in Salem, Oregon, as follows:  on or before December 1, 1979 and \$.312.00 on the threatter, plus One-twelfth Of the advalorer trace for the sale valerer trace for the sale

The mortgagor or subsequent owners 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 vacant 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; provided in the
- 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; incase of foreclosure until the period of redemption expires;

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- 8. 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 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.

\*\*Comparison of the control of the control of the mortgage in the control of the control of the 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.

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

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WITNESS by hand and official seal	the day and year last above		
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STATE OF OREGON,			
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I certify that the within was receive	od and duly recorded by m	m Klamath	Records, Book of Mortgages,
No. M79 Page 24394n the 16th	day of October,197	9 MM. D. MILNE Klamat	h Clerk
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TAIL After recording return to: DEPARTMENT OF VETERANS' AFFAIR	ıs Fo	e \$7.00	
General Services Building	NOTE AND	MORIGAGE	

m L-4 (Rev. 5-71)