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33-20154-0-D Vol.<u>////9</u>Page --NOTE AND MORTGAGE

CENTER OF STEVEN RAY HECKENLIVELY 00

COULT ันกระบราย

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans, Affairs, pursuant to ORS 407,030, the follow-ing described real property located in the State of Oregon and County of <u>Klamath</u>

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Lot 5, Block 28, FIFTH ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM THE West 12 feet.

KLamath Court Start Instantion I detticy that the within was reacived and duly recorded by $m \in m_{\rm c}$ TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1980, Make/Homette, Serial Number 0395-0469N, Size/14x70.

STATE OF OREGON.

- TO Deputtment of Veterans Actuals 1.15012

NORTGAGE

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CONTRACT.

together with the tenements, heriditaments, 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, overs, electric sinks, air conditioners, refrigerators, freezers; dishwashers; and all fixtures now or hcreafter installed in or on the premises; and any shrubbery; flora;'or timber: now given 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 land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Thirty Two Thousand Seven Hundred Thirty and no/100----- Dollars

32.730.00--...), and interest thereon, evidenced by the following promissory note:

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	Thirty Two Thousand Seven Hundred Thirty and
I promise to pay to the STATE OF OREGON	Dollars (\$
States at the office of the Director of Veterans' Affair	Thirty Two Thousand Seven Hundred Thirty and Dollars $(\frac{32}{5.9}, 730.00)$, with interest from the date of te of $\frac{5}{5.9}$ percent per annum until such time as a 407.072, principal and interest to be paid in lawful money of the United in Salem. Oregon, as follows:
275.00 January	y 1, 1980 and \$ 275.00 on the one-twelfth of the ad valorem taxes for each
1st of every month	one-twelfth of the ad valorem taxes for each
successive year on the premises described in the mor and advances shall be fully paid, such payments to b principal. The due date of the last payment shall be on o	tgage, and continuing until the full amount of the principal, interest e applied first as interest on the unpaid balance, the remainder on the <u>December 1, 1994</u>
In the event of transfer of ownership of the pro- the balance shall draw interest as prescribed by ORS	emises or any part thereof, I will continue to be liable for payment and 407,070 from date of such transfer.
Dated at <u>Klassic un raise</u>	
A hts (4)指标 (0) 相称 5年的9期4世纪47年5月,1666月至今月上午9月21日)	sane In manya ke kuan anan kata dari kan dari kana dari kana dari kana dari Na manya ke kuan tana dari kan dari kana

The morigagor or subsequent owner may pay all or any part of the loan at any time without penalty. artipic

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 im-provements now or hereafter existing; to keep same in good repuir; 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:
 - 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 mortgagee all such policies with receipta 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;

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presentate shall to head if force by the montragent in test of foreformer null the period of a

Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-tarily released, same to be applied upon the indebtedness;

3. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

To promptly notify mortgages 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 mortgages; 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. 10

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 mortgage without demand and shall be secured by this mortgage. The fail that any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes befault in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes 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 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 cost 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, ollect 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. Shart of fourier of connectable of the offension of the state o

The mobile home described on the face of this document is a portion of the property Secned "phy this Note & Wortgage and the reprise and contacting and the states of the

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100 arbitra to the sivie of osedar 0 Steven RAY He lut (Seal) STEVEN RAY HECKENLIVELY (Seal)

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County of Klamath

Before me, a Notary Public, personally appeared the within namedSteven_Ray_Heckenlively.

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

act and deed.

Form L 4 (Rev. 5-71)

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

m DONNA K BICK 60 My Complission Expires My Commission expires . MORTGAGE

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P24185 TO Department of Veterans' Affairs FROM Ss. Ss. (J. County of Line Klamath () State (1985) (State STATE OF OREGON. OCCURS ALLO TO HOLYOALLO DESCRIPTION MONTLE ACLES ALLO IN ALLON I certify that the within was received and duly recorded by me in _____Klamath_____ County Hecords, Book of Morigages. County Klamath No. M-79 Page 26859n the 14th day of K November 4 1979 WM. D. MILINE - COUNTY OF EBY (1) AVAILABE VOUD MARKE HILLES VCHRST HE FUELDARIES WM. D. MILNE <u>facqueline</u> Eller Deputy HV.

T1979 Store of Oleson at o'clock 2:26 P M D. MILNE - COUNTY CHERK November 14, Filed QT. 69-JU-21715 GHE COM By Incquelin Klamath County

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

NOTE AND MORTGAGE