	78083	NOTE AN	ND MORTGAGE	Vol. 19	Page 28
THE MORTGAGOR,				E C. TRIGG	
		Husba	nd and Wife,		•
mortgages to the	STATE OF OREGON.	represented and acting	by the Director of Veterans County of Klamath	· Affairs	to ORS 407.030, the fo
Parcel 1:	1 1: Lot 3 in Block 22 of Chelsea Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.			official of Klamath	
Parcel 2:	Lot 10 in BJ plat thereof County, Oreg	f on file in the	sea Addition, acc e office of the C	ording to th ounty Clerk	e official of Klamath
ogether with the vith the premises rentilating, water overings, built-in nstalled in or on i replacements of ar and, and all of th	tenements, heriditam s: electric wiring and and irrigating systems; stoves, ovens, electric the premises; and any ty one or more of the j e rents, issues, and or	ents, rights, privileges, fixtures; furnace and screens, doors; window sinks, air conditioners, shrubbery, flora, or tim foregoing items, in whol pofite of the max in whol	and appurtenances includi heating system, water hu shades and blinds, shutte refrigerators, freezers, dis ber now growing or herea e or in part, all of which a	ng roads and easen aters, fuel storage rs; cabinets, built- hwashers; and all fifer planted or gr re hereby declared	nents used in conne receptacles; plum ins, linoleums and ixtures now or hcre owing thereon; and to be appurtenant to
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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;
- 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;
- 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 volun-tarily 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 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 llable 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.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution 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.

IN WITNESS WHERE

Safem, Oregon Bysio	WHEREOF, The mortgagors	have set their hands and seals the 13th
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STATE OF OREGON, County of Klamath		
STATE OF OREGON, County of		ACKNOWLEDGMENT
Before me, a Notary Public, personally appeared the within namedJohn A. Trigg and Marjie C	STATE OF OREGON.	
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 Image: Construction of the constr	County of	}ss.
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 Image: Construction of the constr	Before me, a Notary Public person in	
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 Image: Construction of the constr	a formally rubic, personally appear	ed the within named John A. Trigg and Manie
WITNESS by hand and official seal the day and year last above written My Commission expires 7/19/82 MORTGAGE FROM	Trigg	<u> </u>
WINNESS by hand and official seal the day and year last above written My Commission expires 7/19/82 MORTGAGE FROM	act and deed.	his wife, and acknowledged the foregoing instrument to be their
My Commission expires 7/19/82 MORTGAGE MORTGAGE FROM TO Department of Veterans' Attains STATE OF OREGON, L-P27385 County of Klamath I certify that the within was received and duly recorded by me in Klamath County of Klamath Januart Hassen Januart Hassen Page 28695 on the 13th day of december, 1979 WM. D. MILNE Klamath County Records, Book of Morigages, By Januart Hassen Page 28695 on the 13th day of december, 1979 WM. D. MILNE Klamath County Clerk Deputy. Filed December 13, 1979 After recording potern to: Deputy. DepArtTRENT OF VETERANS' AFFAIRS Fec \$7.00 Solem. Oregot Page Fec \$7.00	WITNESS have	voluntary
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