

3622  
51648

38-20978 Vol.

Page

7725 Vol. 80 Page

1417

NOTE AND MORTGAGE

THE MORTGAGOR. John Robert Thomas, aka Robert Thomas and Lois M. Thomas,  
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

Lot 4 and the Northwesterly  $\frac{1}{2}$  of Lot 5 of <sup>Block 9</sup> HILLSIDE ADDITION TO THE CITY OF  
KLAMATH FALLS, in the County of Klamath, State of Oregon.

This document is being re-recorded to correct the legal description.

together with the tenements, hereditaments, 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, 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 land, and all of the rents, issues, and profits of the mortgaged property.

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

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

I promise to pay to the STATE OF OREGON Fifty Thousand and no/100-----  
Dollars (\$ 50,000.00-----), with interest from the date of  
initial disbursement by the State of Oregon, at the rate of 5.9----- percent per annum until such time as a  
different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United  
States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$ 297.00----- on or before May 15, 1980----- and \$297.00 on the  
15th of every month----- thereafter, plus one-twelfth of----- the ad valorem 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.

The due date of the last payment shall be on or before April 15, 2010-----.

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.

Dated at Klamath Falls, Oregon-----  
March 5-----, 19 80-----

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 demolition 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.

4438

- 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.

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.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

*Robert J. [illegible]* (Seal)

David M. Thomas (Seal)

(Seal)

## STATE OF OREGON.

County of .....Klamath

 $\left. \begin{array}{l} \text{ } \\ \text{ } \end{array} \right\} \text{SS}$ 

and Lois M. Thomas, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Cyral V. McDonald*  
Notary Public for Oregon

My Commission expires Feb. 22, 1984

1.- P31159

FROM ..... TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

SS.

I certify that the within was received and duly recorded by me in \_\_\_\_\_ County Records, Book of Mortgages, \_\_\_\_\_

No. 117 Page 4497, on the 10th day of March, 1964, A. W. H. M. Blanton, County Clerk

By Monica Shiloh, Deputy

Filed March 19, 1932 at o'clock 11:32 AM

Klamath Falls, Oregon  
County Klamath

Py

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

Fee \$7.00

Form L-4 (Rev. 5-7-64)

TN

7727

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

on 25th day of April A. D. 1980 at 11:07 o'clock A.M., and  
fully recorded in Vol. 480, of Mortgages on Page 7725

Wm D. MILNE, County Clerk

By Bernetha H. Smith

Fee \$10.50