NOTE AND MORTGAGEOI. SO 12601 THE MORTGAGOR DONALD R. DOTSON and PAULINE F. DOTSON, husband and wife Kramach MUSTER OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow 12 家家和学校会。 \$1.00.1 Lot 47 in Block 3 as shown on the map entitled "TRACT NO. 1064, FIRST ADDITION TO GATEWOOD", filed in the office of the County Clerk of Klamath County, Oregon. ف . County Locate, Book of Montgage, County of Klacia th WSTATE OF OFSOON. 22 D.BOM "COMPACTAGE OF STREAMS STREET My Commission Expires MORICAGE 3 **VOTARY PUBLIC - OREGON** CAROLE TITUS 80 St. Completion ortices WITHING by hand ond official seal the 4 y and year last above written ant and dreg-51 60,966 the wife, and previously fed the foregraph antroman to 't 19.5750 Control of u na população together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection ventilating, water and irrigating systems; screens, doors; utrace and heating system, water heaters, fuel storage receptacies; plumbing, coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures new or hereafter installed in or on the premises; and any shrubbery; florns, 'n simber; dowiggowing or hereafter planted or growing thereon; and any land, and all of the rents, issues, and profits of the mortgaged property; (\$ 50,000.00------), and interest thereon, evidenced by the following promissory note: Dollars I promise to pay to the STATE OF OREGON Fifty Thousand and no/100-A A A Dollars (\$ 50,000,00-----), with interest from the date of on or before September 1, 1980lst 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 The due date of the last payment shall be on or before August 1, 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 he Dated at Klamath Falls, Oregon  $\mathcal{A}$ at and between periods of the fact of the state of the st July Ł 19.00 where a state many 19.00 where the state of the state of the 198 where the state of the state of the 198 where the state of t in en registation de La politica de la politica. La politica de la politica. and have the adda the strates. A submitted open the contents The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty. The mortgager 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: În... 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; is shown in 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. Mortages is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the status of the permits of the principal of the property taxes assessed against the premises and add same to the principal, each of the status of the principal of the p To keep all buildings unceasingly insufficient and the nort of the mortgage, against loss by fire and such other hazards in such company or company or companies and much an amount as shall be satisfactory to the mortgage, against loss by fire and such other hazards in such policies with receipts showing phymical in full of all premiums; all such insurance shall be made payable to the mortgage; insurance shall be kept in force by the mortgagor in case of forcelosure until the period of redemption expires; 7.

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Laruy released, same, a be applied to the set of same, without written consent of the mortgagee;
Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

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.

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.

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.

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NOTARY PUBLIC - OREGON

Before me, a Notary Public, personally appeared the within named Donald R. Dotson and Pauline

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

act and deed.

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FROM

STATE OF OREGON

No. M80

By

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

TITUS

Klamath

I certify that the within was received and duly recorded by me in ......

Letsch

July 8, 1980 Klamath Falls, ORegon

After recording return to: DEPARTMENT OF VETERANS' AFFAIRS (VIT) K. Fee \$74.00 49 570148 E. Chiefal Services Building

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MORTGAGE

a 12601 on the 8th day of July, 1980 WM. D. MILNE Klamathcounty Clrk

Ву

... Deputy.

P41909

Deputy.

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TO Department of Veterans' Affairs

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