

THE MORTGAGOR

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 2: BURNSDALE, in the County of Klamath, State of Oregon.

100-443887-1000

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 shrubby 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 now and hereafter existing buildings thereon.

To secure the payment of Twenty Three Thousand Five Hundred Seventy Five and no/100 Dollars

Nine Thousand Nine Hundred Thirty and 66/100----- 8 830 66-

83-068000-5704-15

I, John J. Smith, do hereby promise to pay to the STATE OF OREGON:

Thirty Three Thousand Five Hundred Five and 66/100 Dollars (\$33,505.66), with

interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum,

_____ Dollars (\$_____), with

interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,

_____ Dollars (\$_____), with

interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum.

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: \$205.00 on or before October 1, 1980 and \$205.00 on or before October 1, 1981.

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

The due date of the last payment shall be on or before September 17, 2008 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.

W1-41311-0000

August 80

Dale G.

DALE A. CROSS

Model A and B are hereby granted to the undersigned, and the undersigned hereby accepts such conveyance with the understanding that the mortgage or subsequent owner may pay all or part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, recorded in the Public Book of Records, Volume 100, Page 101, and to the Public Book of Records, Volume 100, Page 102.

December 23, 1971	M-71	13622	Klamath Falls
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County, Oregon, which was given to secure the payment of a note in the amount of \$13,300.00---, and this mortgage is also given as security for the payment of a note in the amount of \$23,575.00 together with the balance of indebtedness covered by the same.

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

MORTGAGOR FURTHER COVENANTS AND AGREES: That the Mortgagor hereby covenants, represents and agrees that the property is not subject to any other mortgage, lien, or encumbrance, and that the Mortgagor has the right to convey the property free and clear of all such encumbrances.

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;

4. Not to permit the use of the premises for any objectionable or unlawful purpose.

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.

1780

1. 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.

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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 there to 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.

FILED 2 AUG 22 1980
DALE A. CROSS
ALETA S. CROSS

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 8 day of August, 1980

Dale A. Cross (Seal)
Aleta S. Cross (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,
County of Klamath

Before me, a Notary Public, personally appeared the within named Dale A. Cross and Aleta S. Cross his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written

My Commission expires _____

Donna K. Mateson
NOTARY PUBLIC-OREGON
My Commission Expires 12/31/81

MORTGAGE P44362

FROM TO Department of Veterans' Affairs

STATE OF OREGON,
County of Klamath

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No M80 Page 14807 on the 8th day of August, 1980. WM. D. MILNE Klamath clerk

By Bernetha J. Hetrick Deputy

Filed August 8, 1980 at 11:19 A.M.
Klamath Falls, Oregon
County Klamath By Bernetha J. Hetrick Deputy

After recording return to
DEPARTMENT OF VETERANS AFFAIRS
General Services Building, 911 E. 1st
Salem, Oregon 97310

Fee \$7.00
CROSS A. DALE
NOTE AND WORKSHEET
EP-84000-374