4098	T/A 38-23837-7-J		
Section, Oceana Mark	NOTE AND MORTGAGE VOLM-1909 1592		
	S.E. COOK and ESTHER C. COOK, husband and wife		
	and wife		
Manath Manath			
nortgages to the STATE OF OREGON, re	epresented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the State of Oregon and County of		
ng described rear property located in the	State or Oregon and County of		
Lot 23. Block 7 THIRD ADD	ITION TO WINEMA GARDENS, in the County of Klamath,		
Ctate of Owegon	4. 克莱克 化氯化 医克勒氏性畸形 医牙髓性 化氯化镍铁 医多种性 医皮肤 医皮肤 医皮肤 医二氏管 化二氯化二甲基		
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and his great and another and the	the recented by me to Klamath County hereign is on a Marron		
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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, 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 ignowing 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;

Magazita ang segmenejagang po po selamb migazitang

to secure the payment of Fifty Three Thousand One Hundred Thirty Two and no/100-----

(s 53,132.00----), and interest thereon, evidenced by the following promissory note:

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I promise to pay to the STATE OF OREGON Fifty Three Thousand One Hundred Thirty Two
and no/100
initial disbursement by the State of Oregon, at the rate of 7.2 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:
\$361.00 on or before October 15, 1981 and \$ 361.00 on the
15th of every monththereafter, plus one-twelfth ofthe 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 September 15, 2011
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
 THOMAS E. COOK
September 8 1981 Esther C Coth
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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;

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- 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;
- 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 forcelosure until the period of redemption expires;

to the victibs showing prement in toll of all premiums at an increase of forestering

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;

- 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, mortgage subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a walver of any right arising from a

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 mortgage 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.

Constitution, ORS 407.010 to 407.210 and a issued or may hereafter be issued by the	d that this note and mortgage are subject to the any subsequent amendments thereto and to all Director of Veterans' Affairs pursuant to the property of the control of the property of the control of the property of the control of th	e provisions of Article XI- il rules and regulations w rovisions of ORS 407.020	A of the Oregon hich have been
applicable herein.	and the singular	the plural where such	connotations are
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	THOMAS E. COOK		(Seal)
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County of Klamath	The male Taken being the beneficial and antiques and	are a light from a foliate of the	
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Before me, a Notary Public, personally	appeared the within namedThomasEG	ook and Esther C.	Cook
his wife	xxisxwifex and acknowledged the foregoing	ng instrument to be	r voluntary
act and deed.		\bigcirc	
WITNESS by hand and official seal the	day and year last above written.		
		Notar Pul	de for Oregon
			/o- = =
	My Commission expires		
	MORTGAGE		
		Į Đớ	7711
FROM	TO Department of Veteral	ins' Affairs	
STATE OF OREGON,			
County of Klamath	> SS.		
I certify that the within was received as	nd duly recorded by me in Klamath		
		County Records, Book	of Mortgages,
No	of September, 1981 EVELYN BIEHN	Klamathounty Cle	rk
By Jan C Who	DDPLION 10 WINERS GARDENS, In	the County of Sie	Nes pro
C C C C C C C C C C C C C C C C C C C			
Klamath Falls, ORegon	at o'clock 3:42 P M	$\sim \sim \sim$	it. Beere would the lay judge.
County KLamath	ву (уали (2 Wares	Deputy.
After recording return to: DEPARTMENT OF VETERANS' AFFAIRS	Fee \$8.00	the said the said and	
General Services Building Salem, Oregon 97310	HOTE AND MORTGAGE		ing production and some Notice
Form L-4 (Rev. 5-71)	The second of th		

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