一/A #M-38-1356-3 16059 Morne for Other Serie 4165 THE MORTGAGOR, RUSSELL E. ALTENBURG AND FRANCES ALTENBURG, 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 23, VILLA ST. CLAIR, in the County of Klamath, State of Oregon. September 1931 Evelyn Biehn commy Clerk Transport of the street of the BLATE OF OREGON, The Committee Access views MORTGAGE Ma Commission express .... - PITSESS by hene and affects and the day and year had above written. net god (kred. a till refte, ignel solenowlychered the torganism tradiument to by a first a communicati gyda bhàile rel, clary discordinate increaser describe describe diagnositate property for the property of the contract of 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, ventilating water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, overs, 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 shrubbery flora, or timber now growing or hereafter planted or growing thereon; and 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----\_\_\_\_\_\_, with interest from the date of

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: 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 October 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.

Klamath Falls, Oregon

Ryssell E, Altenoury

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 mortgage; to deposit with the mortgage all such policies with receipts showing payment 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 foreclosure until the period of redemption expires;

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the rest in a powerful arranged by the approach in case of societies will be personal formation of the restriction of the restr 8. 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 The mortgagee may at his option in case of default of the mortgager parform came in whole or in part and all expenditures.

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures draw interest at the rate provided in the note and all such expenditures shall be secured by this mortgage or the note shall 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 mortgage 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

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.

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