

15392

TA-38-24798

Vol. MM Page 11956

DEPARTMENT OF VETERANS AFFAIRS
COUNTY CLERK'S OFFICE
DEPARTMENT OF VETERANS AFFAIRS, VEEVING
VETERANS RECORDS SECTION
THE MORTGAGOR, WILLIS A. DRAKE and DOROTHY C. DRAKE, husband and wife

NOTE AND MORTGAGE

COUNTY KLAMATH

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:

Lots 3, 4, 5, 6, 7, 8, 9, and 10, in Block 31 of vacated portion of WEST KLAMATH, in the County of Klamath, State of Oregon, ALSO the West 1/2 of the vacated alley adjacent on the East of Lot 3 thru 6 of said Block 31. TOGETHER WITH the perpetual but non-exclusive easement for roadway purposes over the E 1/2 of vacated Second Street adjacent to Lots 3 through 8 inclusive of said Block 31, vacated West Klamath.

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 heater, fuel storage receptacles; plumbing, ventilating, water and irrigating systems, pumps, electrical service panels; 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 hereon; 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 Two thousand eighteen and no/100----- Dollars (\$ 2,018.00---), and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of Thirty-seven thousand six hundred thirty-four and 13/100---- Dollars (\$ 37,634.13,

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Two thousand eighteen and no/100----- Dollars (\$ 2,018.00----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 11----- percent per annum,
Thirty-seven thousand six hundred thirty-four and 13/100---- Dollars (\$ 37,734.13----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 6.2----- 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,
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: \$ 295.00----- on or before September 15, 1982----- and \$ 295.00 on the 15 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; payments to be applied first as interest on the unpaid principal, the remainder on the principal.
The due date of the last payment shall be on or before August 15, 2002-----
In the event of transfer of ownership of the premises or any part thereof, the transferee shall 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-----
7-21-----, 1982-----

Willis A. Drake
Dorothy C. Drake

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage to the State of Oregon, dated April 13-----, 1979-----, and recorded in Book M-79-----, page 8785-----, Mortgage Records for Klamath----- County, Oregon.

THIS MORTGAGE BE GIVEN BY THE DIRECTOR OF VETERANS AFFAIRS, which was given to secure the payment of a note in the amount of \$ 40,375.00-----

and this mortgage is also given as security for an additional advance in the amount of \$ 2,018.00-----, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness, and the mortgage shall be subject to the terms and conditions of the previous note, and 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. To allow the Representatives of the Director of Veterans Affairs of Oregon to make reasonable inspection of the premises during the life of the loan;
3. 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 cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
5. Not to permit the use of the premises for any objectionable or unlawful purpose;
6. Not to permit any tax, assessment, lien, or encumbrance to exist at any time; if mortgagee is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagee may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note; if mortgagee pays any liens, taxes, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;
7. 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;
8. 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 mortgagee in case of foreclosure until the period of redemption expires;

