K-35464 NOTE AND MORTGAGE General States randons

Dis THE MORTGAGOR VALLEY CO. J. Gillis Hannigan and John Hannigan

Attest recording report to 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 Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 18 of Mountain View Addition to the City of Klamath Falls, according to the office of the County Clerk of Klamath "County" "Oregon" of and coly recorded by me in Klamath County of Klamath STAME OF OREGON: Litter ... TO Department of Veterans' Allans MORTGAGE Mr. Commission experse WIINESS by hand and official real the day and year lest above wriften. Jo Ann Rannigan he with and exproprienced in three instructor to be Before first a Novary Pushin personally anheared the Wilhin maned V . Cillie Mannald Samuel 63 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 shifted and blinds, shutters; cabines, built-ins, linoleums and floor coverings, built-ins stores, ores, electrical sinks, are refrigerators, freezers, dishwashers; and all fixtures now or hereafter its alled in or on the premises; and any shrubsery, flora, or target planted or growing hereon; and any replacements and any one or more of the foregoing items, in whole or in part, all of which the mortaged property; 23 (s. 58,000.00 _____, and interest thereon, evidenced by the following promissory note:

	to pay to the STATE OF OREG				
is established pu Veterans' Affair	ent by the State of Oregon, at t rauant to ORS 407.072, princi s in Salem, Oregon, as follow	pal and interest to be p	aid in lawful meent pe	r annum until such time a	interest from the date o
660 nn_	South and Tollow			the United States at the	office of the Director o
of every r	on or before N	ovember 7, 79	82	651	M
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ully paid, such	the premises described in the payments to be applied first a	mortgage, and continu	ing until the full amou	the a	d valorem taxes for eacl
The due da	the premises described in the payments to be applied first a e of the last payment shall be o	- Therest on the unpa	id balance, the remai	nder on the principal, intere	st and advances shall b
In the even sterest as prescr	t of transfer of ownership of th ibed by ORS 407.070 from da	e premises or any part t	hereof, I will continue	o he lights for a	
	- mo, tage, the	terms of which are me	de a part hereof	- A John Markett and	i the balance shall draw
ated at	Klamath Fa	lls. OR	de	3 Jane	
	September		Gi1:	Lis Haynigan	
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the company of the premises in fee simple, has good right to mortgage same; that the premises are free from encumbrance, that warrant and defend same for the company of th HE CONTROL OF THE COVENANTS AND AGREES: IN PROPERTY OF THE PRO

- 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:
- 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;
- 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 content of the principal of the principal, to bear interest as provided in the note; if mortgagee pays any content of the principal of the princi
- 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;
- as provided in the note;

 by ulcourt must be matepropriate.

 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 mortgager in case of foreclosure until

- the being of consulting exempts and the property of the policy of the po osficilie) transmiss sprij pe poli ir jona pë pje mentëmat u um oj mesperin min je qabesji njih me mortador sij srcp boj qasesi p techte saresi seived under right of eminent domain, or for any security voluntarily released, same to
- 10. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

 11. The borrower must obtain prior written consent from the Director to transfer ownership or possession of property that is security for a loan obtained from the Department of Veterans, Affaira. Where such consent is given, borrower must propage in writing of a transfer of ownership of the premises or any interest in same, and furnish a copy of the instrument of transfer shall put 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 mortgage, perform same in whole or in part and all expenditures made in so doing including the mortgage may, at his option, in case of default 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 mortgage or 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 mortgage to become immediately due and payable without notice and this mortgage subject to foreclosure.

 The failure of the mortgage 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 mortgage, the mortgagee shall have the right to enter the premises called the rosts is such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgages 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 mortgages shall have the right to the appointment of a receiver to

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

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

Different Services and the services and duty recorded by me in Klamath County of Klamath	WORDS: The masculine shall be deemed to inclu	ude the feminine, and the	singular the plural where such	connotations are applicab	le herein.
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County of Klamath Before me, a Notary Public, personally appeared the within named J. Gillis Hannigan and O Ann Hannigan his wife, and acknowledged the foregoing instrument to be that volfintar and deed. WITNESS by hand and official seal the day and year last above written My Commission expires 8.5.83 MORTGAGE TO Department of Veterans' Affairs For Oregon, County of Klamath ss. County of Klamath Ss. County of Klamath Ss. Certify, that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, Sp. 1288 Sn. 1288		ACKNOWLED	GMENT	jan 1908-bil 1920 1908-bil 1908-bil 1	
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