

15437

## NOTE AND MORTGAGE

Vol. M82 page 13754  
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ROBERT W. BROOKS AND ROSA E. BROOKS

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 18, Block 71, BUENA VISTA ADDITION to the City of Klamath Falls,  
in the County of Klamath, State of Oregon.

THIS MORTGAGE IS BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE MORTGAGOR'S NAME,  
FROM ROSE E. BROOKS TO ROSA E. BROOKS

STATE OF OREGON

LEON

WOKLEYEE

14. COMPLETION subject

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-11-2011 BY 60322 UCBAW

900 900 900

KONG E. BLOOM

RECEIVED BY: U.S. MARSHAL SERVICE, DISTRICT OF COLUMBIA, 1000 MARYLAND AVENUE, N.W., WASHINGTON, D.C. 20004

COMP. OF

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, linoleum, tile, and floor coverings, built-in stoves, ovens, sinks, air conditioners, refrigerators, ranges, 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 Thirty-eight thousand nine hundred and no/100----- Dollars

(s. 38,900.00-----, and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON: Thirty-eight thousand nine hundred and no/100----  
38,000.00

Dollars (\$ 38,900.00 ), with interest from the date of

initial disbursement by the State of Oregon, at the rate of 11 ----- 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:

\$ 443.00----- on or before October 1, 1982----- and \$443.00 on the  
1st of every month----- thereafter, plus one-twelfth of----- the ad valorem taxes for each  
 successive year on the premises described in the most recent assessment roll of the County of \_\_\_\_\_

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 1 1907

The due date of the last payment shall be on or before September 1, 1997 \_\_\_\_\_

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.

This note is secured by a mortgage, the terms of which are made a part hereof.  
Dated at KLAMATH FALLS, ORE., 97601 Robert D. Brook

Dated at KLAMATH FALLS, ORE., 97601

September 9

**1982**

Robert W. Brooks  
Rose E. Brooks

**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:** The Borrower hereby covenants and agrees that the Borrower shall pay to the Lender all amounts due on the Loan, including principal, interest, taxes, fees, and costs, and shall keep the Lender advised of the Borrower's current address and telephone number. The Borrower shall not assign, transfer, or otherwise dispose of the Loan without the prior written consent of the Lender. The Borrower shall not use the proceeds of the Loan for any illegal or fraudulent purpose. The Borrower shall not use the proceeds of the Loan to pay any other debt or obligation of the Borrower. The Borrower shall not use the proceeds of the Loan to pay any other debt or obligation of the Borrower. The Borrower shall not use the proceeds of the Loan to pay any other debt or obligation of the Borrower.

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;

§ 9. "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;

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

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 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;

the period of redemption expires; and shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor showing payment in full of the mortgage debt; and the mortgagee shall have the right to foreclose upon the property in case of foreclosure until the mortgage debt is paid in full.

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STATE OF OREGON.

WITNESS by hand and official seal the day and year last above written.

My Commission expires 11/16/84

P62345  
Loan Number

No. MS2 Page 12057 on the 13 day of Sept '82 Evelyn Biehn Klamath County Clerk

No. MS2 Page 12057 on the 13 day of Sept '82 Evelyn Biehn Klamath County Clerk

By Loyle Mc. Duff Deputy.

Filed: 9-13-82 11:06

County Klamath By James M. Chase Deputy.

After recording return to:  
DEPARTMENT OF VETERANS' AFFAIRS  
General Services Building  
Salem, Oregon 97310

Fee \$8.00

STATE OF OREGON

INDEXED

100-10045-83-1

13756

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 15 day of Oct A.D. 1982 at 10:47 o'clock A.M., and  
duly recorded in Vol. M 82, of Mtge on Page 13754

Fee \$12.00

EVILYN BIEHN, County Clerk

By Joyce M. Dwyer