18278	MTC 11730 NOTE AND MORTGAGE GLASSCOCK and KAREN R. GLASSCO	<b>Vol. <u>Mb- Pag</u> 17593</b> CK, husband and wife
nortgages to the STATE OF OREGON, rep property located in the State of Oregon and C	resented and acting by the Director of Veterans' Affairs, pur county ofKLAMATH	suant to ORS 407.030, the following described real
according to the offic	ANT TRACTS NO. 2; less the North tial plat thereof on file in the c ty, Oregon. 25 proceeding to the c	office of the Lounty
l certail instain within set our eas	and the second contract of the second s	$f_{1,2} = \int_{\mathbb{R}^{d}} \partial t^{2} dt  dt  dt  dt  dt  dt  dt  dt $
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electric wiring and lixtures; furnace and the	nts, rights, privileges, and appurtenances including roads are ating system, water heater, fuel storage receptacles; plumbir ndow shades and blinds, shutters; cabinets, built-ins, linoleu ers, dishwashers; and all fixtures now or hereafter installed growing hereon; and any replacements of any one or more o the land, and all of the rents, issues, and profits of the	ms and floor coverings, built-in stoves, ovens, electric
to secure the payment of Five thou	isand seven hundred seventy and ne	0/100 Dollars
5 770 00 ) and interest	thereon, evidenced by the following promissory note:	
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	OF OREGON: Five thousand seven hund	
initial disbursement by the State of ( is established pursuant to ORS 407 Veterans' Affairs in Salem, Oregor	Dregon, at the rate of 10.5	nnum until such time as a different interest rate to United States at the office of the Director of
s 64.00on	pr before January 1, 1983	ands 64.00 ON THE IST
of every month	cribed in the mortgage, and continuing until the full amount plied first as interest on the unpaid balance, the remaind	of the principal, interest and advances shall be
The due date of the last payme	nt shall be on or before	
In the event of transfer of ow	nership of the premises or any part thereof, I will continue to I	be liable for payment and the balance shall draw

This note is secured by a mortgage, the terms of which are made a pay Dated at KLAMATH FALLS, OREGON ...BZ

December 10

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.

KAREN

R

## 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;
- 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.
- 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, useessment, lien, or encumbrance to exist at any time; if mortgagre is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagree may add any attorney fees or casts incurred to the principal, to bear interest as provided in the nexe; if mortgagree 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;
- 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;
- 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 foreclosure until the period of redemption expires; 8.

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242-28-11-41.

1770 Balling Printer

Mortgages 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; 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' Affairs. Where such consent is given, borrower must promptly notify mortgages in writing of a transfer of ownership of the premises or any interest in same, and furnish a copy of the instrument of transfer. Transferres shall pay interest as preseribed 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. all payments due from the date of transfer. In all other respects this mortgage shall remain in full fore 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 employment of an attorney to secure compliance with the terms of the mortgage without demand and shall be secured by this mortgage. The failure of the mortgages to become immediately due and payable without notice and this mortgage subject to 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 the failure of the mortgager of the mortgager shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with the the

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Such referencessare. Upon the breach of any covenant of the mortgage, the mortgagee 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. 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 Veterans' Affairs pursuant to the provisions of ORS 407.020. WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

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