| THE MORTGAGOR. DESTABLISHED SUPPLY OF CARPON AND ADDRESS OF CARPO | DAVID I DI | nd NANCY M. DITTO | | |
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| mortgages to the STATE OF OREGO ing described real property located i | n the State of Oregon and Count | ie Director of Veterans' Affairs, pursi | lant to ORS 407.030, the follow- | |
| | | 77 Sept. 1000 | ****** | |
| County of | ock 15, Tract No. 11 Klamath, State of O | 12, EIGHTH ADDITION TO regon. | SUNSET VILLE | |
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Mrsysen. STATE OF ORDERS together with the tenements, hereditaments, rights, privileges, and appurtens electric wiring and fixtures; furnace and heating system, water heater, fuel storr electrical service panels; screens, doors; window shades and blinds, shutters; cab sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures no timber now growing or hereafter planted or growing hereon; and any replacemer are hereby declared to be appurtenant to the land, and all of the rents, issue

to secure the payment of Twenty five thousand three hundred fifty six and no/100----(\$ 25,356.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Thirty thousand six hundred ninety three and 07/100--- Bollars (\$ 30,693.07)

ad by the following promissory note: I promise to pay to the STATE OF OREGON: Twenty five thousand three hundred fifty six and no/100-pollars(s. 25,356.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of 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 *470.00 on the fifteenth of each month thereafter, plus one twelfth of the 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 principal, the remainder on the principal. 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 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 Dated at Klamath Falls, Oregon July 23 1984

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

ACHED 11s Evening the results and supplementary to that certain mortgage to the State of Oregon, dated December 13, 19. or High principal and recorded in Book M-76 is page 20010 to tage Records for which was given to secure the payment of a note in the amount of \$ 35,000,00 tgage is also given as se curity for an additional advance in the amount of \$.25, 356,00..., together with the balance of indebtedr

by the previous note, and the new note is evidence of the entire independences.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this and the claims and demands of all persons whomsoever, and this MORTGAGOR FURTHER COVENANTS AND AGREES:

- 1. To pay all debts and moneys secured hereby:
- To allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premis
- 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 Not to permit the cutting or removal of any timber except for his own dom
- stic use; not to commit or suffer any waste;
- 5. Not to permit the use of the premises for any objectionable or unlawful purpose.
- ermit the use of the premises for any objectionable or unlawful purpose, armit 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 use, mortgagee may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note; if mortgagee pays any case, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;
- Mortgage is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances provided in the mote;
- To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such oth and in such an amount as shall be satisfactory to the mortgagee, to deposit with the mortgagee all such policie all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by 486-M(8-83) BEAUGHT SEX. ST. COLUMN

Payment amount correc Legal correct

Not to been or rent the premises, or any part of same, without written consent of the mortgages.

The borrower must obtain prior written consent from the Director to tunkfer ownership or possession of property that is security for a lean obtained from the Department of the premises or any interest in same, and 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 copy of the instrument of transfer. Transferce shall pay interest as prescribed by ORS 407,070 on all payments due from the date of transfer. The interest is a prescribed by ORS 407,070 on all payments due from the date of transfer. The believe of this loan is immediately due and payable in full upon the second sale or other transfer of all or part of the property securing this loan after July 1, 1983. However, The believe of this loan is immediately due and payable in full upon the second sale or other transfer of all or part of the original borrower, or to a veteran eligible for a loan transfer or sale to the original borrower, the surviving spouse, unremarried former spouse, surviving child or stepchild of the original borrower, or to a veteran eligible for a loan transfer or sale to the original borrower. As a surviving spouse, unremarried former spouse, surviving child or stepchild of the provisions of this paragraph.

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 the employment of an attorney to secure compliance with the terms 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 mortgagor without draw interest at the rate provided in the note and all such expenditures 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 mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagee 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 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.

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.

may necessite be issued by the Director of veterans intents pursuant to the provisions of Orto 401.000.

The provisions of Orto 401.000.

The maculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

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