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	N-37541 Lee: 38'00 Vol. MS Page 100 Section of the Mortgage 122 NOTES AND MORTGAGE Vol. MS Page 100 Vol. MS
•••••	count, Clerk, Evelyn Bielm, By Man Mine Co.
mor ing	rtgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the described real property located in the State of Oregon and County of <u>Klamath</u>
ot	83 of Yalta Gardens, according to the official plat thereof on file in the the County Clerk of Klamath County, Oregon, alan Brahn
	I results that the wilden was received and day recorded by me in
11.1	
٠	MORTGAGE are Department of Vergrans Active
ogetl lectr lectr inks imke	ther with the tenements, hereditaments, rights, privileges, and appurtenances including roads and ensements used in connection with the prival rice wiring and fixtures; furnace and heating system, water heater, fuel storage receptacles; plumbing, ventilating, water and irrigating systems, it is conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, for the property of the reafter planted or growing hereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of the rents, issues, and profits of the mortgaged property;
se	cure the payment of Fourteen thousand three hundred nineteen dollars & no/100
12	4,319.00 and interest thereon, and as additional security for an existing obligation upon which there is a burning of Thirty-one thousand one hundred thirty-two dollars & 74/100-Dollars (\$ 31,13
	moed by the following promissory note: 191
	I promise to pay to the STATE OF OREGON: hirty-one thousand one hundred thirty-two dollars & 74/100 tollars (\$ 31,132.74), with
Fo	our teen thousand three hundred nineteen dollars & no/100- Dollars (\$ 14,319.00
	interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 percent per annun
i	interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum
i	interest from the date of initial disbursement by the State of Oregon, at the rate of
. F	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, a follows: $\$.343.00$ on or before
۶	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, such 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
	This note is secured by a mortgage, the terms of which are made a part hereof.
Ľ	Darwin C. Hahn
	April 2 , ₁₉ 85
7	The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.
	nis mortgage is given in conjunction with and supplementary to that certain mortgage to the State of Oregon, dated
	corded in Book. M81 page 916,3 Mortgage Records for Klamath
******	was given to secure the payment of a note in the amount of \$32, 260, 00 to not to reduce of the secure the payment of a note in the amount of \$32, 260, 00 to not to reduce of the secure the payment of a note in the amount of \$32, 260, 00 to not to reduce of the secure the secure the reduced to reduce the secure the s
d thi	is mortgage is also given as security for an additional advance in the amount of \$.14,319.00, together with the balance of indebtedness co previous note; and the new note is evidence of the entire indebtedness, the of the indeptedness of the inde
T n er enar	the mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are neumbrance; that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and it shall not be extinguished by foreclosure, but shall run with the land.
M	IORTGAGOR, FURTHER COVENANTS AND AGREES; September 1981 and 1981 a
To	pay all debts and moneys secured hereby; allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premises during the life of the lo

- 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 atterney (see 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, to bear interest as provided in the note; as provide 4814

sh

Legal correct Payment amount correct

9. Mortgages shall be entitled to all compensation and damages received under right of eminent domain, an force are yearrity voluntarity released, same to be emplied upon the indebtedness participation and damages received under right of eminent domain, and or any yearrity voluntarity released, same to be emplied upon the indebtedness participation and damages received under right of eminent domain, and or or participation and same sent of the mortgages.

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

11. The body over must obtain prior written consent from the Director to transfer or premises of the premise of the premises of the premise of the premise or any interest in same, and furnish a copy of the instrument of trainfers (Transfers chall pay interest as prescribed by ORS 407.070 on of the premises or any interest in same, and furnish a copy of the instrument of trainfers (Transfers chall pay interest as prescribed by ORS 407.070 on the premises or any interest in same, and furnish a copy of the instrument of trainfers (Transfers chall pay interest as prescribed by ORS 407.070 on the premises or any interest in same, and furnish a copy of the instrument of trainfers (Transfers chall pay interest as prescribed by ORS 407.070 on the premises or any interest in same, and furnish the date of transfers 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, shell remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgager, 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 mortgager without draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgager 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 there is not all such that those specified in the application, except by written permission of the mortgage given before the expenditure is made.

The fault in any of the covenants or agreements herein contained or the expenditure of any portion of the expenditure is made. The provided in the application, except by written permission of the mortgage given before the expenditure and this shall cause the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this mortgage subject to forcelosure.

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.

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, 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. This paint, and is given in summission with section propositions to this freeting northwest of the State of Oracop, dance 1997.

The mortginger or enter-grand extract may pay all or appopart of the loan of my time without penalty

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