

DOUGLAS ALAN STOREY and GLORIA MAY STOREY

Husband and Wife

authorized by the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.078, the following described real property located in the State of Oregon and County of Klamath

Lot 2 of POOLE HOME SITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

I certify that the above was correctly and duly recorded in the public records of the County of Klamath, Oregon, on this 20th day of March, 1987.

STATE OF OREGON  
Department of Veterans Affairs

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, hot storage receptacles, plumbing, ventilating, water and irrigating systems, pumps, electrical service panels, screens, doors, window shades and blinds, shutters, cabinets, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers, and all fixtures now or hereafter installed in or on the premises, and any driveway, lawn, 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 roots, issues, and profits of the mortgaged property.

to secure the payment of Two thousand three hundred fifty & no/100 Dollars (\$2,350.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Forty-one thousand three hundred nine & 53/100 Dollars (\$41,309.53),

secured by the following preliminary note:

I promise to pay to the STATE OF OREGON: Forty-one thousand three hundred nine & 53/100 Dollars (\$41,309.53), with interest from the date of initial disbursement by the State of Oregon, at the rate of 7.2 percent per annum, Two thousand three hundred fifty & no/100 Dollars (\$2,350.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 percent per annum, until such time as a different interest rate is established pursuant to ORS 407.078, 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: \$330.00 on or before March 15, 1987, and \$330.00 on the 15th of each month 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 ad valorem 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 October 15, 2009. 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 407.078 from date of such transfer. This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon

Douglas Alan Storey  
Gloria May Storey

March 20, 1987

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

This mortgage is given in conjunction with and supplementary to that certain mortgage to the State of Oregon, dated September 6, 1979,

and recorded in Book M79, page 21314 Mortgage Records for Klamath County, Oregon,

which was given to secure the payment of a note in the amount of \$19,525.00

and this mortgage is also given as security for an additional advance in the amount of \$2,350.00, together with the balance of indebtedness covered

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrances, 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:

- 1. To pay all debts and money 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;
3. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or dismantlement 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, nor 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, assessment, lien, or encumbrance to exist at any time, if such lien is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagee may add any charges, fees or costs incurred in 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, each of the advances to bear interest as provided in the note;
8. To keep all buildings necessarily 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 lapse until the period of redemption expires.

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Legal correct Payment amount correct

87 MAR 20 PH 3 36

The mortgagor may, at his option, in case of default of the mortgagee, 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 this note and all such expenditures shall be immediately repayable by the mortgagor 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 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 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 407.020 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.

IN WITNESS WHEREOF, The mortgagors have set their hands and make this 20th day of March, 1987.

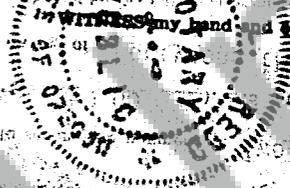
Douglas Alan Storey (Seal)  
Douglas Alan Storey

Gloria May Storey (Seal)  
Gloria May Storey

**ACKNOWLEDGMENT**

STATE OF OREGON,  
County of Klamath

Before me, a Notary Public, personally appeared the within named DOUGLAS ALAN STOREY and GLORIA MAY STOREY, his wife and acknowledged the foregoing instrument to be their voluntary



Kristi L. Redd  
Notary Public for Oregon  
11/16/87

**MORTGAGE**

FROM STATE OF OREGON, County of Klamath TO Department of Veterans' Affairs P18217  
Loan Number

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. M87, Page 4670, on the 20th day of March, 1987. Evelyn Biehn, County Clerk.  
By Ann Smith, Deputy.

Filed March 20, 1987 at o'clock 3:36 P.M.  
County Clerk, Evelyn Biehn, By Ann Smith, Deputy

After recording return to:  
DEPARTMENT OF VETERANS' AFFAIRS  
155-NE Revere  
Bend OR 97701

Fee: \$9.00

35218  
NOTE AND MORTGAGE  
4850

