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NOTE AND MORTGAGE

THE MORTGAGOR, Verla Fjordbeck and A. Marvin Fjordbeck, her husband,

Lot 9 of Block 214, MILLS SECOND ADDITION, Klamath County, Oregon.

fogether with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacies; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-in storage receptacies; plumbing, coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures news or herefter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; 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 Seven Thousand Two Hundred and no/100 - - - Dollars

(\$.7,200,00 - -), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Seven Thousand Two Hundred and no/100 - - - Dollars (s. 7, 200, 00 - - -), with interest from the date of initial disbursement by the State of Oregon, at the rate of four percent per annum, 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:

\$49.00 - - - on or before July 15, 1967 - - - and \$49.00 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 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 June 15, 1914 1984 AMF

In the event of transfer of ownership of the premises or any part thereof, to anyone other than a qualified veteran under ORS 407,010 to 407,210 who assumes the indebtedness in his own right, I will continue to be liable for payment and if transferred to a person not entitled to a 4% interest rate, the balance shall draw interest as prescribed by ORS 407,070 from date of such transfer.

Doted at Kiamath Falls, Oregon

May 15 16

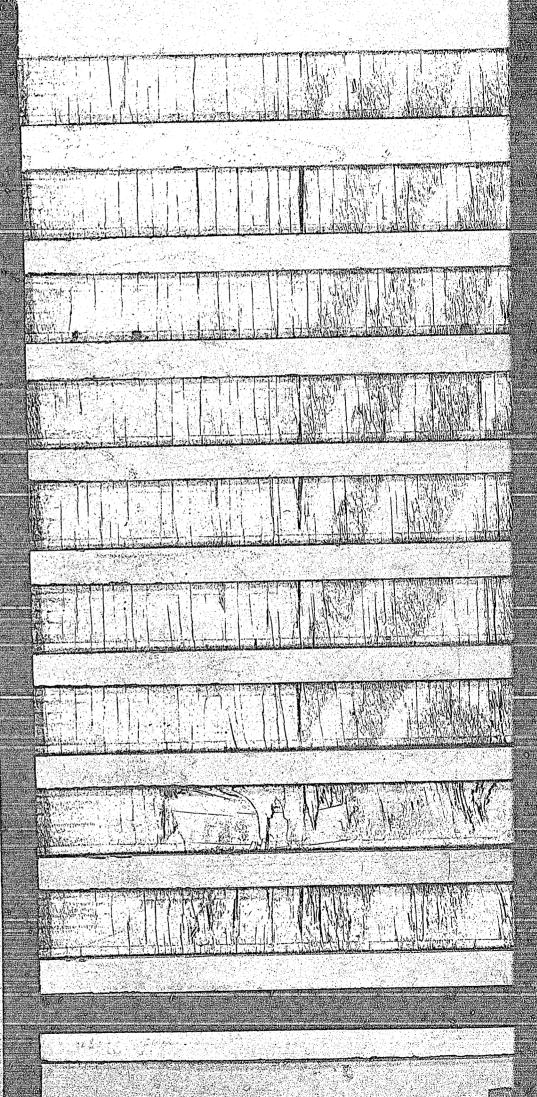
Find Fordbeck

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:

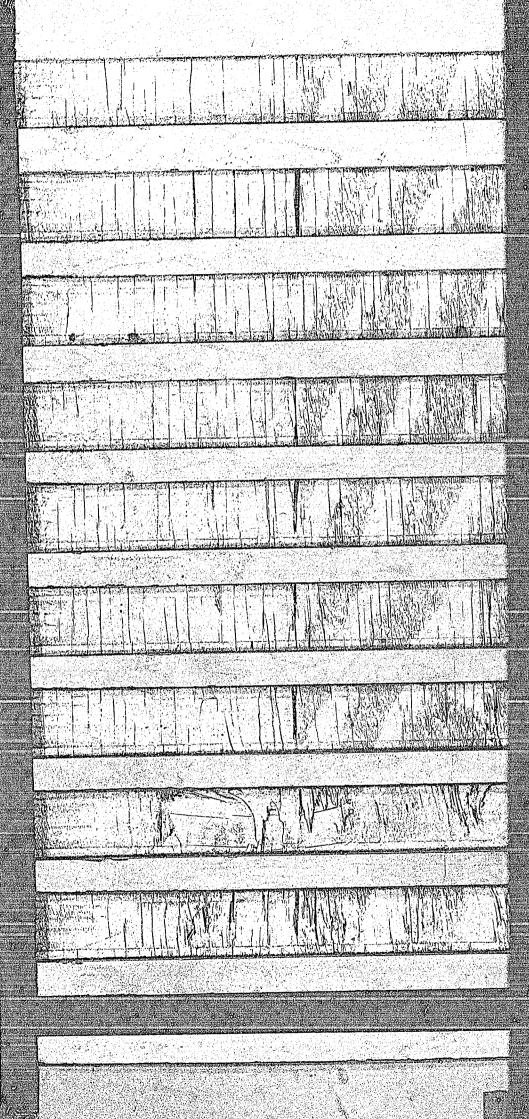
- 1. To pay all debts and moneys secured hereby;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
- 3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
- 4. Not to permit the use of the premises for any objectionable or unlawful purpose;
- 5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
- 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;
- 3. 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 mortgage; to deposit with the mortgage all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgage; if the mortgage that the insurance, the mortgage may secure the insurance and the cost shall be added to the principal, deemed a dott due and shall be secured by this mortgage; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;



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8. Mortgagee shall be entitled to all compensation and damages	received under right of eminent domain, or for any security volun-
10. To promptly notify mortgagee in writing of a transfer of ow furnish a copy of the instrument of transfer to the mortgage not entitled to a loan or 4% interest rate under ORS 407.010 to ments due from the date of transfer; in all other respects this transfer shall be valid unless same contains a coverant of the	nership of the premises or any part of interest in saint purchasers et any purchaser shall assume the indebtedness, and purchasers 407.210 shall pay interest as prescribed by ORS 407.070 on all paymortgage shall remain in full force and effect; no instrument of grantee whereby the grantee assumes the covenants of this mort-
The mortgagee may, at his option, in case of default of the morin so doing including the employment of an attorney to secure of interest at the rate provided in the note and all such expenditures.	ompliance with the terms of the mortgage or the note shall draw shall be immediately repayable by the mortgagor without demand
Default in any of the covenants or agreements herein control other than those specified in the application, except by written per other than those specified in the application of the mortgage.	mission of the mortgagee given before the expenditure is made, to become immediately due and payable without notice and this
The failure of the mortgagee to exercise any options herein a breach of the covenants.	set forth will not constitute a waiver of any right arising from a
In case foreclosure is commenced, the mortgagor shall be in	able for the cost of a time scarcin and the
Upon the breach of any covenant of the mortgage, the mo collect the rents, issues and profits and apply same, less reasonal have the right to the appointment of a receiver to collect same. The covenants and agreements herein shall extend to and be	rigagee shall have the right to enter the premises, take possession, ple costs of collection, upon the indebtedness and the mortgagee shall binding upon the heirs, executors, administrators, successors and
It is distinctly understood and agreed that this mortgage is significant of the state of the sta	ubject to the provisions of Article Alexander issued or may here- not to all rules and regulations which have been issued or may here- provisions of ORS 407.020.
WORDS: The masculine shall be deemed to include the remapplicable herein.	linine, and the singular the pro-
This instrument is being re-recorded	because of an error in the final payment
date.	
This is one and the same mortgage as date M-67 at page 3714, Mortgage Records of Kl	d May 15, 1967, recorded May 18, 1967, in amath County, Oregon.
IN WITNESS WHEREOF, The mortgagors have set their i	ands and seals this 15 day of May 19 67
	file (a Chip al Celly (Seal)
	On ruin I for Stell (Seal)
	(Seal)
ACKNOV	VLEDGMENT
STATE OF OREGON,	May 15, 1967
County of Kiamath	^{SS} .
Before me, a Notary Public, personally appeared the within	
her husband, wid wild, ar	d acknowledged the foregoing instrument to be their woluntary
act and deed.	
WITNESS by hand and official seal the day and year last at	oove written.
	Gal V. Mc and Motary Public for Oregon
	My Commission expires April 4, 1971
MO	RTGAGE
in the second of the second of the second	L- 57548-K
FROM	TO Department of Veterans' Affairs
STATE OF OREGON,	\$55.
County of Klameth	
I certify that the within was received and duly recorded b	y me in Klamath County Records, Book of Mortgages,
No. M-67, Page 3714 on the 18 day of May 19	67. Dorothy Rogers county clerk
By July Dei	outy. The first of the participation of the state of
rited May 78, 1967 at o'clock Dorothy Rogers	:01 p y
County	Daniete Daniete
After recording return to: Fee 3.00	By Oddlyw Tollyw Deputy.
DEPARTMENT OF VETERANS' AFFAIRS State Finance Building 1a,1 // /Salem, Oregon 97310 47	9 AMOERES



4012 STATE OF OREGON; COUNTY OF KLAMATH; 68. Filed for record at request of Oregon Title Insurance Co. this 29 day of May A. D. 1967 to clock PM., and duly recorded in Vol. M-67, of Mortgages on Page 4010

Fee \$4.50

By A. D. 1967 to clock PM., and 4010

DONOTHY ROGERS, County Clerk

By American