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Vol. <u>77</u> Page **22123** 38970 NOTE AND MORTGAGE THE MORTCAGOR ROBERT M. RUEGGER and CHRISTY A. RUEGGER, husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

Lot 11 VALLEY VIEW, Klamath County, Oregon.

together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connect with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptates; plum ventilating, water and trigating systems; screens, doors; window shades and blinds, shutters: cabinets, built-ins, linoleums and installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereasen; and all fixtures now or here replacements of any one or more of the foregoing tiens, in whole or in part, all of which are hereby declared to be appurtenant t land, and all of the rents, issues, and profits of the morigaged property;

to secure the payment of Forty Two. Thousand and no/100-----

1 promise to pay to the STATE OF OREGON Forty Two Thousand and no/100------initial disbursement by the State of Oregon, at the rate of 5.9------percent per annum 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 follows:

\$250.00-----and \$ 250.00 on the

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 balance; the remainder on the The due date of the last payment shall be on or before December 15, 2007-----

In the event of transfer of ownership of the promises or any part thereof. I will continue to be liable for payment and the balance shall draw interest 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 part hereof.

Dated at Klamath Falls, Oregon 97601 November 14 19.7.7

ROBERT M. RUEGGER CHRISTY A. RUEGGER

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61°.

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;

S. Propagates

- Salara

- 6. 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;
- 7. To keep all buildings unceasingly insured during the term of the morigage, against loss by fire and such other hazards in company or companies and in such an amount as shall be satisfactory to the morigagee; to deposit with the morigage against loss by fire and such other hazards in policies with receipts showing payment in full of all premiums; all such insurance shall be kept in force by the morigagor in case of forcelosure until the period of redemption expires;



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 Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-tarily released, same to be applied upon the indebtedness; 9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed 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. The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures In so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgage without 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 r than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this gage 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 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 mortgage 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

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 14thday of NOVEMBER 19...7.7 ROBERT M. RUEGGER (Seal)

Christy A Pussier CHRISTY A. RUEGGER ACKNOWLEDGMENT

STATE OF OREGON. County of KLAMATH

Before me, a Notary Public, personally appeared the within named Robert M. Ruegger and

Christy A. Ruegger , his wife, and acknowledged the foregoing instrument to be their voluntary act and deed. WITNESS by hand and official seal the day and year last above written.

FROM

MORTGAGE

L_ M76421 TO Department of Veterans' Affairs

Nailhe Stop

My Commission expires 7-21-8

STATE OF OREGON, Klamath County of

I certify that the within was received and duly recorded by me in _____Klamath County Records, Book of Mortgages,

...., Deputy.

No. M77 Page 22123 on the 14th day of November, 1977 WM. D. MILNE Klamatbounty Clerk By Dernetha S. Letach

November 14, 1977 Filed .. at o'clock 3:45 P M. By Smothe S. Lotach Klamath Falls, Oregon Klamath County

After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem, Oregon 97310 Fee \$6.00 Form L-4 (Rev. 5-71) 1. Con (1. 2. 3. 3





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22126

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 19.19 day of NOVEMBER 19 77 Robert A. STEWART (Seal)

(Seal) Elemant (Seal) MARILYN J. STEWART ACKNOWLEDGMENT

STATE OF OREGON. County of KLAMATH

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FROM

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Before me, a Notary Public, personally appeared the within named Robert A. Stewart and

Marilyn J. Stewart , his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and official seal the day and year last above writter

Matha C

L- M75886

My Commission expires 7-21-81

TO Department of Veterans' Affairs

MORTGAGE

STATE OF OREGON. County of Klamath

> I certify that the within was received and duly recorded by me inKlamath County Records, Book of Mortgages,

No. M77_ Page 22125 on the 14th day of November, 1977 WM. D. MILNE Klamatebunty Clerk By Demethand Stock Deputy.

November 14, 1977 at o'clock 3:45 P.M. Filed . Klamath Falls, Oregon By Dernethe & Letoch Klamath County

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After recording return to; DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem, Oregon 97310 Fee \$6.00 Form L-4 (Rev. 5-71) $(\hat{g}_{i})_{i} \in \{0, j\}$

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