40625 NOTE AND MORTGAGE	T/A	38-13821-M
THE MONTOAGON. E. T. ANDERSEN AND SHARON R. ANDERSEN, HUSBAND AND WIF Interferent to the STATE OF ORLEGON, represented and esting with the Director of Network Alfain, pursuant to ORS 605.08. Its fulleway to denoted to its property Stated in the State of Organ and County of Linkship. Lott 9 in Block 16 of FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLMARTE FAILS, Klamath County, Oregon. State of the State of the State of Organ. State of the State of the State of Organ. State of the State of the State of Organ. State of the State of Organ. State of the State of Organ. State of the State of the State of Organ. State of the		40625 NOTE AND MORTGAGE
Des described pei property kested in the State of Gragm and Guady of	5 5 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Des described pei property kested in the State of Gragm and Guady of		mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow-
Klamath County, Oregon. Rule and County or go and Rule and County or go and Rule and County. Rule and County		ing described real property located in the State of Oregon and County of <u>Klamath</u>
Klamath County, Oregon. Rule and County or go and Rule and County or go and Rule and County. Rule and County		Lot 9 in Block 16 of FATRUTEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS,
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to seems the permith or Slikteen Thousand Two Bundred Fifty and no/100	11 11	en en la seconda de la constante de la constant La constante de la constante de La constante de la constante de
to seems the permith or Slikteen Thousand Two Bundred Fifty and no/100		together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easemant; used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters; fuel storage receptacles; plumbing; with the premises; electric wiring and fixtures; furnace and heating system, water heaters; fuel storage receptacles; plumbing;
to seems the permith or Slikteen Thousand Two Bundred Fifty and no/100		ventilating, water and triggating systems; successing doon the provide states and states and the states new or hereafter covering, built-in stores, overall, sites, all could be applied to be applied or growing the states and all fixtures now or hereafter installed in or on the premise; and ty soregoing items in whole or in part, all of which are hereby declared to be appurtenant to the replacement of any other the states and the increased property;
<pre>oving of Seventeen Thousand Seven Hundred Eighty Three and 11/100</pre>		to secure the payment of Sixteen Thousand Two Hundred Fifty and no/100 Dollars
<pre>evidenced by the following promitatory note: 1 promine to pay to the STATE OF ORGON: Statement Thousand Two Hundred Fifty and no/100—</pre>		
Sitteen Thousand Two Hundred Fifty and no/100		사실을 사람들 사람들은 사람들 방법에 대한 방법 방법에 방법 사람이 방법 방법을 얻는 것을 가지 않는 것을 가지 않는 것을 가지 않는 것을 하는 것을 수 있다. 이렇게 가지 않는 것을 수 있는 것을 하는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있는 것을 수 있다. 이렇게 가지 않는 것을 수 있는 것을 수 있다. 이 하는 것을 수 있는 것을 수 있는 것을 것을 것을 것을 수 있는 것을 수 있는 것을 것을 수 있는 것을 것을 것을 것을 것을 것을 것을 것을 수 있는 것을
Interest from the date of initial diabursement by the State of Oregon, at the rate of <u>5.9</u> —		I promise to pay to the STATE OF OREGON: Sixteen Thousand Two Hundred Fifty and no/100 Dollars (\$16,250.00), with
Interest from the date of initial disbursement by the Site of Oregon, at the rate of <u>5.9</u>		interest from the date of initial diabursement by the State of Oregon, at the rate of 5.9
<pre>until such times as a different interest rate is established pursuant to OR8. principal and interest to be paid in lawful money of the United States at the office of the Director of Veterant' Affairs in Salem, Oregon, as follows: 4208.00</pre>		interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum,
In Salem, Oregon, as follows: 4.208.00		until such time as a different interest rate is established pursuant to ORIS 407.072.
<u>\$208.00 on the 15th of each month</u>		and a set of the set o
The due date of the last payment shall be on or before Jandaury 13.7, 2001, 13.7, 2002, 13.7, 2002, 2003, 2014, 20		208.00 on the 15th of each monththereafter, plus One-twellth Ol-
and the bilance that draw intercort as prescribed by ORS which are made a part hereafter. This note is secured by a moritage, the terms of which are made a part hereafter. Dated at <u>Klamath Falls</u> , <u>Oregon 97601</u> <u>Bated at Klamath Falls</u> , <u>Oregon 97601</u> <u>Bated November 19</u> <u>Bated November 18</u> , <u>1974</u> <u>and recorded in Book M-74</u> , <u>page 14846</u> Morigage Records for <u>Klamath</u> <u>County</u> , <u>Oregon</u> , which was given to secure the payment of a note in the amount of <u>3.18,200</u> ,00, and this morigage is also given as security for an additional advance in the anount of <u>3.16,250.00</u> , together with the balance of indebtedness <u>The morigagor covenante that he owns the premises in fee simple, has good right to moving same that the uverilise are free the form and domands of all persons whomsever</u> , and this <u>rourn eccumption</u> , that hereils will not the premises in fee simple, has good right to moving same that the uverilise are free the form and domands of all persons whomsever, and this <u>rourn eccumption</u> , that hereils are been but shall run with the land. <u>MORTOAGOR</u> (FUNTZER COVENANTS AND AGREES: <u>1.</u> [To pay all debia and moneys actured Reference in specifies to the person.		
December 19 1977 Lawron A. Andersen A. An		and the balance shall draw interest as prescribed by ORS 407,070 from date of such transfer.
SHARON R. ANDERSEN The mortgage or subsequent owner may pay all or any part of the loan at any time without penalty. This mortgage to given in contunction with and supplementary to that cariain mortgage by the mortgagors herein is the State of Oregon, dated NOVEMBER 18, 1974 and recorded in Book M-74 page 14846 Mortgago Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$ 18, 200,00, and this mortgage is also given as security for an additional advance in the amount of \$ 18, 200,00, and this mortgage is also given as security for an additional advance in the amount of \$ 16, 250,00, together with the balance of indebtedness covered by the provious note; and the new note is avidence of the entire indebtedness. The mortgage covenants that he owns the premises in fee simple, has good right to mortgage asme, that the premises are free covenant shall not be exiting indept to forcelocure, but shall run with the land. MORTGAGOR FUSITION COVENANTS AND AGREES: 1, To pay all debta and moneys secured hereby: 1, To pay all debta and moneys secured hereby: 2, Not to parentifer existing to be demoney for anne or unoccupied; not to permit the removal or demolishment of any buildings or imported to be constructed market.		Dated at Klamath Falls, Oregon 97601 E. C. Mawall
This mortgage is given in conjunction with and supplementary to that cartain mortgage by the mortgagors herein is the State of Oregon, dated NOVEMBER 18, 1974 and recorded in Book <u>M-74</u> page 14846 Mortgago Records for <u>Klamath</u> County, Oregon, which was given to secure the payment of a note in the amount of a 18,200,00, and this mortgage is also given as security for an additional advance in the amount of a 16,250.00, together with the balance of indebtedness covered by the provious note, and the new note is avidence of the satire indebtedness. The mortgage covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free- covenant shall not be exting insed by forecloure, but shall run with the land. MORTGAGOR FUNTLER COVENANTS AND ACREES: . (To pay all debta and moneys recursed hereby: . Not to permit the buildings to become ynearms or unoccupied; not to permit the removal or demolishment of any buildings or im- provements not more and moneys recursed hereby: . Not to permit the patients made become ynearms or unoccupied; not to complete all construction within a reasonable time in . Not to permit the patients of ballongs to become ynearms or unoccupied; not to complete all construction within a reasonable time in . Not was presented to any publicing to the provide the provide the provide the provide the setting the debte of the same in good repair; to complete all construction within a reasonable time in . Not to permit the patients of any buildings to time.		December 19 1977 <u>Sharon K. Undersen</u> SHARON R. ANDERSEN
This mortgage is given in conjunction with and supplementary to that cartain mortgage by the mortgagors herein is the State of Oregon, dated NOVEMDER 18, 1974 and recorded in Book <u>M-74</u> page 14846 Mortgago Records for <u>Klamath</u> County, Oregon, which was given to secure the payment of a note in the amount of a 18,200,00, and this mortgage is also given as security for an additional advance in the amount of a 16,250.00, together with the balance of indebtedness covered by the provious note, and the new note is avidence of the entire indebtedness. The mortgage covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free covenant shall not be exiting lished by forecloure, but shall run with the land. MORTGAGOR FURTLER COVENANTS AND ACREES: 1. [To pay all debta and moneys required hereby] 3. Not to permit the buildings to become yacarne or unoccupied; not to permit the removal or demolishment of any buildings or im- provements not over the buildings to become yacarne or unoccupied; not to complete all construction within a reasonable time in provements not aver a presenter existing the devent or the same in good repair; to complete all construction within a reasonable time in		in the second
County, Oregon, which was given to secure the payment of a note in the amount of \$.18,200,00, and this mortgage is also given as security for an additional advance in the amount of \$.16,250.00, together with the balance of indebtedness covered by the previous note, and the new note is avidence of the entire indebtedness. The mortgage 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 signing the claims and domands of all persons whomeover, and this covenant shall not be exting "isked by foreclocure, but shall run with the land. MORTGAGOR (FUNTLER COVENANTS AND ACREES: 1. To pay all debta and moneys required hereby: 3. Most to permit the buildings to become yearne in good repair to conspite all construction within a reasonable time in provements not a personant, made liveren is good repair, to complete all construction within a reasonable time in		This mortgage is given in conjunction with and supplementary to that cartain mortgage by the mortgagora herein to the State of
as security for an additional advance in the amount of <u>s. 16,250.00</u> , together with the balance of indebtedness covered by the provious note; and the new note is evidence of the entire indebtedness. The mortgager dovanante that he owns the premises in fee simple, has good right to mortgage same, that the premises are free form encumbrance, that has will warrant and defend same forever against the claims and demands of all persons whomsever, and this coverant shall not be exting ished by foceolosure, but shall run with the land. NORTGAGOR WINTIGER COVENANTS AND ACHEES: 1. To pay all debts and moneys required hereby: 3. Not to permit the buildings to become yound or unoccupied; not to permit the removal or demolishment of any buildings or improvements your extended with a variable time in a reasonable time in the second repair; to complete all construction within a reasonable time in the second repair.		
The mottgager 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 signing the claims and demands of all persons whomever, and this covenant shell not be exting ished by foreclosure, but shill run with the land. MORTGAGOR FUSTION COVENANTS AND AGREES: 1. [To pay all debts and moneys sequred hereby: 5. Not to permit the buildings to become yearn or unoccupied; not to permit the removal or demolishment of any buildings or im- provements sow or hereafter existing to keep are in good repair; to complete all construction within a reasonable time in everydance with any agreement made leveen the parties hereby:		
MORTGAGOR (FURTIER COVENANTS AND, AGREES: 1. [To pay all debta and moneys accured hereby: 3. Not to permit the buildings to become yeacant or unoccupied; not to permit the removal or demolishment of any buildings or im- provements now or hereafter existing; to keeps same in good typair; to complete all construction within a reasonable time in provements with any agreement, made leveen the parties hereby:		previous note, and the new note is evidence of the entire indebtedness.
 To pay all debta and moneys secured hereby; Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demollahment of any buildings or improvements now or becauter existing; to keep same in good repair; to complete all construction within a reasonable time in a construction with any accession made between the parties herebo; 		a second when a build a head of a second s
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or imagination of the provements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in a construction within a reasonable time in a second to be a secon		
	REAL	2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or infinite provements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in 1.4.

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i in such all commany or companies and concern with receipts show the mortgagee; in full of be made payable to redemption expires; STORE,

24488 3. Mortgages 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 morigages; of the premises or any part or interest in same, and to irchaser shall pay interest as prescribed by ORS 407.070 on his mortgage shall romain in full force and affect. To promptly notify mortgages in writing of a transfer of ownership o furnish a copy of the instrument of transfer to the mortgages; a purc-all payments due from the date of transfer; in all other respects this The mortgages 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 allorney to secure compliance with the terms of the mortgage or the note shell interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor 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 for than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, it cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this trage subject to foreclosure. The failure of the mortgages 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, ct the rents, issues and profits and apply same, loss reasons to collection, upon the indebtedness and the mortgagee shall the right to the appointment of a receiver to collect same. collec hav The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. and mortgage are subject to the pro-mendments thereto and to all rules ar Mfairs pursuant to the provisions of C It is distinctly understood and agreed that this note and mo Constitution, ORS 407.010 (20 497.210 and any subsequent amendme or may hereafter be issued by the Director of Veterans' Affairs p of Article XI-A of the Oregon lations which have been issued WORDS: The masculing shall be deemed to include the feminine, and the singular the plural where applicable herein. . proprieta a s IN WITNESS WHEREOF. The mortgagors have set their hands and seals this 19thay of December 19. 7.7 E. E. ANDERSEN Sharon R. Andersen (Seul) SHARON R. ANDERSEN ACKNOWLEDGMENT STATE OF OREGON, County of Klamath Before me, a Notary Public, personally appeared the within named E. E. Andersen and $\sim 10^{-1} N_{\odot}$ - 1 ÷ Sharon R. Andersen act and deed. and official seal the day and year last above written. WITNESS my Ban Maitha Soc N My Commission expires 7-2/-8 ي في MORTGAGE M79062 TO Department of Veterans' Affairs FROM STATE OF OREGON. Klamath County of . I certify that the within was received and duly recorded by me in <u>Klamath</u> County Records, Book of Mortgages, No. M77 Page 24487cn the 20th day of December, 1977 WM. D. MILNE Klamathiy Clerk 13 By Bernethe & Lettech , Deputy. December 20, 1977 at o'clock 11:104 M Klanzch F, 11e; Oregon ounty Klamach By Sunetha S. Luch County M. Fee \$6.00 After recording return to: Manager Transamerica Title Ins. Co. Form L. 4-9-1 (1997, 8-78)* 3446.4