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THE LITIGATOR

MATTHEW DAVID AUSTIN AND BRENDA AUSTIN

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44

HUSBAND AND WIFE

made by the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following is the land presently located in the State of Oregon and County of Klamath:

Lot 17 in Block 4 of Altamont Acres, according to the official plat in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH THE FOLLOWING MOBILE HOME: Year/1969, Make/SAPW, Serial No./645110467, License No. 239174 8.

WOLFENBUTTEL

[Handwritten signature]

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 heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors, windows shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric ranges, all fixtures, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any and every other thing, real or personal, in whole or in part, all of which are hereby declared to be appurtenant to the premises and to run and remain with the premises, in whole or in part, all of which are hereby declared to be appurtenant to the premises and to run and remain with the premises.

Twenty Two Thousand Eight Hundred and no/100----- Dollars

22 800 00-00000000 and interest thereon evidenced by the following promissory note

UNITED STATES GOVERNMENT PRINTING OFFICE: 1964 O 340-124

I promise to pay to the STATE OF OREGON Twenty Two Thousand Eight Hundred and no/100

22,800.00

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:

\$163.00 on or before July 1, 1978 and \$163.00 on the first of each month thereafter, plus one-twelfth of the ad valorem taxes for each successive year of the premises described in this mortgage, and continuing until the full amount of the principal, interest and attorneys' fees 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 June 1, 1993.

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 407.070 from date of such transfer.

on inmate is assumed for a maximum the terms of which are made a part hereof

This note is secured by a mortgage, the terms of which are set forth in the mortgage referred to above.

Dated at Klamath Falls, Oregon, this 10th day of July 1968

MATTHEW DAVID AUSTIN

[Handwritten signature]

2000

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

The foregoing 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 defend 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.

MONTEALORN FURTHER COVENANTS AND AGREES:

1. To pay all debts and moneys secured hereby;
2. Not to permit the premises to become vacant or unoccupied; not to permit the removal or demolition of any buildings or improvements now on the premises; 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;
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 unencumbered 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 foreclosure until the period of redemption expires;

700

1. Mortgage shall be entitled to all compensation and damages received under right of eminent domain, or for any security volume.
 2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
 3. 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 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 the 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 201.010 to 201.019 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.

The middle loan described on the face of this document is a portion of the property secured by this Note and Mortgage.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 20 day of April, 1978.

Matthew David Austin
 MATTHEW DAVID AUSTIN (Seal)

Brenda Austin
 BRENDA AUSTIN (Seal)

ACKNOWLEDGMENT
 County of KLAMATH

Before me, a Notary Public, personally appeared the within named MATTHEW DAVID AUSTIN AND BRENDA AUSTIN 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.
[Signature]
 Notary Public for Oregon
 My Commission expires 8/5/79

MORTGAGE

TO Department of Veterans' Affairs
 I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. 7840 on the 21st day of April, 1978.
 by *Sumner D. Felch* Deputy.

Filed April 21, 1978 at 11:47 AM
Klamath Falls, Oregon
 County Klamath
 After recording return to:
 DEPARTMENT OF VETERANS' AFFAIRS
 Central Services Building
 Salem, Oregon 97310
 Fee \$6.00
 Form 1-7 (Rev. 5-71)