NOTE AND MORTGAGE Vol. 7 Page 8173

THE POST STORES

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and the second second

EVERST W. BARKER and SHARON L. BARKER, husband and wife

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General Service Fulldor Alex: Oreaca alau

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21.Val Ck Cancou

Link Street

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7 m 98 The see to the STATE OF DESCOR Conversioned and acting by the Director of Veterans' Atlairs, pursuant to ORS 407.030, the follow the described real property located in the State of Oregon and County of LILasath

and the second states of the second · Ushiro M18 Pres 8173 and 25 Energy at April, 1976 Mar S. T. S. Sin sch_{Cons}, Jeck

Lot 25 in Block 1 of FIRST ADDITION TO EREPT GARDENS, according to the official plat thereof on file in the office of the County Clerk of Blanath County, Oregon.



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adversion and acknowledged the force on the reaction to be "Clark, release Bears me a filer, Fublic percendin spectral the within more a EVALET L. A. LETAL ALL ALL STATES

Klenach

together 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 receptacles; plumbing, constrings, built-in stores; come, cheric sinks, all confilteents, reflected and blinds, shutters; cabinets, built-ins, linoleums and floor installed in or on the premises; she in confilteents, reflecters, research diskwashers; and all fixtures now or bereafter replacements of any one or marked; the foregoing items in which or in part, all of which are hereby declared to be appurtenant to the and, and all of the rents, tanks, and profiles of the morizaged property;

to secure the payment of Thenty Four Thousand Two Hundred and no/100----Dollars

I promise to pay to the STATE OF OREGON TWORLY FOUR Thousand Two Hundred and no/100-initial disburgement by the State of Oregon, at the rate of 5.9---

و بدور _کید کرد مود

\$ 1.48.00---Ton or before July 1. 1978-

successive year on the premises discribed 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 June 1, 2006-

In the event of transfer of ownership of the premises or any part thereof. I will continue to be liable the balance shall draw interest as prescribed by OHS 497.070 from date of such transfer. payment and This note is secured by a mortgage, the terms of which are made a part here

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Dated at 12 Clamath Falls, Oregon

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The accisence of subsequent swamping pay all or any part of the loan at any time without penalty.

The maintager covenance that he owns the promises in two simple. Les good right to mortgage same, that the premises are free espiratrones, that he will werrant and defend same forever spanse the clasms and demands of all persons whomsoever, and this next shall not be extinguized by foreclasure, but shall run with the land.

MARTIALOR FURTHER COVENANTS AND AORES

- 1. To pay all debts and morely source bareby: 3. No pay all debts and morely source bareby: 3. No 4. O paynil its buildings to because repair or unorcupied; not to permit the removal or demolishment of any buildings or im-3. Not to paynil its buildings to because repair or unorcupied; not to permit the removal or demolishment of any buildings or im-payneets now or hermatics just be between the parties in good repair; to complete all construction within a reasonable time in sportdance, with any suprement, right between the parties invote:
- \$ Net to parmit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
- 4 Net to parmit the use set of the transfand out any objectionable or undewich purpose; 4. Net to permit any tax, assessment, lies, or encumbrance to exist at any time; Net to permit any tax, assessment, lies, or encumbrance to exist at any time; en stage o Ser Saga n na sina sa kana sina sina na sa kata Kata sa kata sa
- Net to permit on the method is pay all real property taxes assessed against the premites and add same to the principal, each of the attracts to bear interest as provided in the pole.
- 7. To keep all buildings unseasingly awared during the term of the mortgage, against loss by fire and such other bazards in such company or companies and in such an amount as shall be satisfactory to the mortgages; 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 mortgages; insurance shall be kept in force by the mortgager in case of forelosure until the period of redomption expires;

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tarily released, same to be appuint upon for inserver and a without written consent of the mortgagee; 9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgager; 10. Not to lease or rent the premises, or any part of same, without written consent of the mortgager; 11. To promptly notify mortgages in writing of a transfer of ownership, of the premises or any part or interest in same, and to all promptly notify mortgages in writing of a transfer of ownership, of the premises or any part or interest in same, and to all promptly notify mortgages in writing of a transfer of ownership, of the premises or any part or interest in same, and to all proving the fuel materiment for transfer in all other respects this mortgage shall remain in full force and effect. The matrice respects this mortgages may at his option, in case of default of the mortgager, perform same in whole or in part and all expenditures made in so doing including the action in case of defaults of the mortgager, perform same in whole or in part and all expenditures there informed at the rate provided in the constants of the mortgager. Default in any of the correspect to the spectra all such expenditures challed be immediately reproduce the expenditure is made, all previous it is any of the correspect to the mortgage to become immediately due and payable without notice and this built in any of the correspect of the mortgages to become immediately due and payable without notice and this mortgage subject to the independence of the mortgage to become immediately due and payable without notice and this built for the interfaces of the mortgager. The miture of the interfaces to the mortgager to become immediately due and payable without notice and this that cause the caller independence. The miture of the interfaces to the mortgager to become immediately due and payable without notice and this mortgage subject to the independence. The miture of the independence of the mortgager to become immediately due and payable without notice and this thereasts of the independence. The miture of the independenc

In case forminance is commenced, the mortgaper 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, ent the rents issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall a the right is the appointment of a receiver to collect same.

The coverants and agreements interests shall extend to and be binding upon the beirs, executors, administrators, successors and s of the respective parties herets.

This distinctly understand and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon aptibution. O3S 497.010 to \$97.510 and any subsequent amendments thereto and to all rules and regulations which have been used on may hereafter he hands by the Director of Veterans' Affairs purpulation of O3S 497.020. worros. The inscribed is include the fermine and the singular the plural where such connotations are applicable base b.

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a war increased a Twinty Four Thousand Two Jundred and no/100-----

County of Klameto

Beford may a Notary Public, personally appeared the within named Everett W. Barker and Sharon L. Barker

, his wife, and acknowledged the foregoing instrument to be their voluntary set and dand.

WWTHEST by band and official seal the day and year last above write

Judy Bluboe

My Commission expires -

MORTGAGE

L-M86870

Matury Petdie for

8-23-81

(Seal)

(Scal)

TO Department of Veterans' Affairs

FROM STATE OF OBEGON. Klamach Costiy of It i write has while we receive the and only recorded by the in Klamsthir County Records. Book of Esergaces. INTERING THE DESCRIPTION OF ADDITION SO HERE IN COUNTY Records Box of ADDITION SO HOME OF COUNTY Records Box of ADDIL STATE ADDITION SO HOME OF COUNTY CLARK Busethas A hetath Depaty. First Kirst 23, 1978 - AND AL OF ALCON STAJ ELISUSCO First Kirst I Pairs Orsion By Denetha Aftach 37 Deputy

Atter, recording, return to: DEPARTMENT OF VETERANS' AFFAIRS A EVEKEN THE ENGINE OF VETERANS' AFFAIRS General Services Building Salem, Oregon \$7310 Vorm LA ISEV. 5-70 QI13