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## NOTE AND MORTGAGE

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## HUSBAND AND WIFE

T/A 38-14085-0-3

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

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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; window shedes and blinds, shutters; cabinets, built-ins, linoleums and floor coverings; built-ins stoves, overs, electric sinks, air conditioners, refrigerators, freezers, dishwathers; and all fixtures now or hereafter 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;

MORICYCE

The Designment of Automatic Astronomy

to secure the payment of \_\_\_\_\_\_ Ten Thousand Sixty Seven and no/100-----Dollars

(3 10,067.00----), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Seventeen Thousand One Hundred Two and 53/100------We want the second range of transformes, consideral side

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Ten Thousand Sixty Seven and no/100interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9------- percent per annum, Dollars (5. T. with

intcrest from the date of initial disbursement by the State of Oregon, at the rate of 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: \$ 162.00----- on or before) August 15, 1978----s 162.00 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 July 15, 2008-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.

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

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated June 12 1972 and recorded in Book M-72 page 6430, Mortgage Records for Klamath

County, Oregon, which was given to secure the payment of a note in the amount of \$ 18,650.00, and this mortgage is also given

as security for an additional advance in the amount of \$.10,067,00., together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

12-7 The mortgager covenants that he owns the premises in fee simple, has good right to mortgage same, that he 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 exclinationed by foreclosure, but shall run with the land.

MORTCAGOR FURTHER COVENANTS AND AGREES

I. To pay all debts and moneys secured hereby:

2. 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, Hen, or encumbrance to exist at any time;

5. Mortgages is authorized to pay all real property taxes assessed against the prumises and add same to the principal, each of the advances to bear interest as provided in the note;

To keep all buildings unceasingly inspired during the term of the mortgage, sgainst loss by fire and such other hazards in such Company or companies and in such an amount as thall be satisfactory to the mortgages; 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 mortgages; insurance shall be kept in force by the mortgagor in case of forcelosure until the period of redemption expires; 7,

 Mortgaget shall be entitled to all compensation an tarily released, same to be applied upon the indeprint s received under right of eminent domain, or for any security volun . . Not to lease or rent the prentues or any part of same, without written consent of the mortgagee;

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10. To promptly notify mortgage 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 marsfer, in all other respects this mortgage shall pay interest as prescribed by ORS 407.070 on The mortgage may at his option, in case of default of the mortgager, perform same in whole or in part and all expenditures that no option in the rate provided in powership of the immediately repayable by the mortgage without of an attorney to secure compliance with the immediately repayable by the mortgage without other than those specified in the specified in the specified in the mortgage to be come immediately due and payable without notice and the mortgage subject to foreclosure. The mortgage subject to foreclosure, as the option of the mortgage to become immediately due and payable without notice and this pay interest as the option of the mortgage to become immediately due and payable without notice and this pay interest as the option of the mortgage to become immediately due and payable without notice and this pay the mortgage 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

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.

Incurred in connection with such interclosure. It scenify for a subject of any covenant of the mortgage, the mortgage shall have the right to enter the premises, take possession, collect the rents, issues and profils 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; if the source of the rents of the source of the source of the mortgage shall have the right to the appointment of a receiver to collect same; if the source of the s

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, OFS 407.010 to 407.210 and any subsequent amenianes thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affeirs 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.

HUT ERLYET COLLEG mana Na Ŵ.ġ. Linter & via HICH MARCE Klensell Fable, Oknobn Julia S -The market is with the transferse of states of the second states and the second states of the -14 3 - 14 3 - 14 15 - 14 IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 1914 day auto 19, kara inter 1994 dae bastara eta era da de una era unanare al des cara dal cratette dal merena era e 1947 del acceltor rece del recommendadore e en e Time 1978 *Illo*a Michael Kaindan 193 10 ou éta télé at ar i source. 10 State Contras factorias a factorias a factorias a factorias das contras a factorias de contras d (Seal) ELDON MICHAEL LOUNSBURY milition will be reading in the set of party i beas in the (Seal) andala kasar alah seri dalam dalam menangkan karangan seji Manangkan baran sala angkan dalam menangkan menangkan menangkan karangan seji dalam seji dalam seji dalam seji Shale to (ASeal) SHEILA FONT **NE LOUNSBURY** information faire data of fuller chinaterate hered state Seventeent Thenen a the Unit of ACKNOWLEDGMENT cand of the state and the same is the same of the same and the same of 100 STATE OF OREGON, Ker Fevore de autras 行為 County of Klanath 85 44.11 12472 T, MA THE LOT pandi la distan ista Before me, a Notary Public, personally appeared the within named Eldon Michgel Lounsbury and Sheila Fontaine Loursbury ha wife and acknowledged the foregoing instrument to be their voluntary act and deed . 00 WIEVESS my band and official seal the day and year last above written. And and others sets the day and year and above with the set of the transfer of the set o B BANG Ored 161.03 13 3 er 9. 🗢 . My Commission expires ...... 575 MORTGAGE FROM M91329 TO Department of Veterans' Affairs STATE OF OREGON. County of . Klamach County Records, Book of Mortgages, No. M78 Page 13143, on the 20theav of June, 1978 WM. D. MILNE Klamathcounty Clerk Haletschier Beaux, courses of experiences By Flinetha Flied, June 20, 1978 et o'clock 1:41 F M Klanath Palls, Oragon, Statistical By Schriethas Holtsch Deputy Klamath Deputy , Deputy General Services Building 1011 41 CF 1.1 1011 4116 2011 2011 2011 2011 2011 Salem, Oregon 97310 NOTE AND MONTBAGE T3Troom NOL

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