

35372 17401

TELETYPE

Notwithstanding the STATE OF OREGON, constituted and acting by the Director of Forestry, pursuant to ORS 497.030, the following described real property located in the State of Oregon, and County of Clatsop, Oregon:

Lot 30, BECKERING, 225' Southwesterly 15' East thereof and the Southwesterly 34 feet of Lot 29, WEST PARK ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the tenements, hereditaments, rights, privileges, and appurtenances, including roads and easements used in connection with the premises, electric wiring and fixtures, furniture and heating system, water closets, all storage receptacles, plumbing, cesspools, water and drainage pipes, windows, doors, window shades and blinds, radiators, stoves, built-in appliances and floor coverings, built-in stoves, range, refrigerator, air conditioning, refrigeration, mechanical washers, and all fixtures now or hereafter installed in or on the premises, and any improvements, here or there made, or hereafter made, planted or growing thereon, and any improvements of any kind or kind of the foregoing items, in whole or in part which are or may be deemed to be appurtenant to the land, and all of the rents, issues, and profits of the foregoing premises.

to satisfy the payment of Seven Thousand Five Hundred and 40/100 Dollars
 (\$7,500.00) and, the Master Card, and as additional security for an existing obligation upon which there is a balance
 owing of Thirty Nine Thousand Two Hundred Seventy Nine and 26/100 Dollars (\$39,279.26).

Witnessed by the following persons:

EXPENSES TO THE STATE OF OREGON

\$4 on Thirtieth First Hundred and no/100 Dollars (\$7,500.00), with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 5 percent per annum;
 Three Thousand Two Hundred Twenty Six and 26/100 Dollars (\$3,274.26), with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 5 percent per annum;
 and
 Dollars (\$) with
 interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum;
 until such time as a different interest rate is specified pursuant to ORS 271.002.

principal and interest to be paid in legal money of the United States at the office of the Director of Veterans' Affairs

in Salem, Oregon, as follows: \$248.00 _____ on or before September 15, 1978 _____ and
\$248.00 on the 15th of each month _____ until the 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 six or before August 15, 2004.
In the event of transfer of ownership of the premises in any part thereof, I will continue to be liable for payment and the balance shall bear interest as prescribed by CRR 433.006 from date of such transfer.
This note is secured by a mortgage, the terms of which are made a part hereof.

Report at Klamath Falls, Oregon

July 26 1978

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

This conveyance, together with all other documents and instruments in this matter submitted by the mortgagor herein to the State of New Mexico, was recorded in Book M-76, page 17335, Mortgage Records for Klamath.

Company's loan, which was prior to, and in payment of, the amount of \$ 35,000.00, and this mortgage is also given as security for the balance of the indebtedness of the Company to the Bank of \$ 1,500.00, together with the balance of indebtedness covered by the mortgage here, and the sum here is payment of the entire indebtedness.

The mortgagee warrants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrances, that he and his heirs and assigns have no claim against the claims and interests of all persons whatsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

INVESTIGATIVE SUMMARY AND ACTION

- [illegible]

8. Mortgage shall be entitled to all advantages and damages received under right of eminent domain or for any security value-
terly 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 properly 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 497.076 and
all payments due prior to the date of transfer. In all other respects this mortgage shall remain in full force and effect.
The mortgagee may, in addition to any other remedy at law or in equity, perform suits in whole or in part and all expenditures
made in so doing, including the costs of suit, shall be deemed to be made in 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 served by this mortgagee.
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 mortgage, 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 mortgagor to execute any document herein set forth shall 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,
refuse the rents, issues and profits and carry out the mortgage in full compliance with the provisions of ORS 497.076 and the mortgagee shall
have the right to the appointment of a receiver to carry out the mortgage.
The covenants and agreements herein shall survive the death of the mortgagor and be binding upon the heirs, executors, administrators, successors and
assigns of the mortgagor.
This mortgage and the note thereon shall be subject to the provisions of Article III-A of the Oregon
Constitution of 1970 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 497.076.
WORDS: The masculine shall be deemed to include the feminine and the singular the plural where such connotations are
applicable herein.

IN WITNESS WHEREOF, the abovesigned have set their hands and seals this 26 day of July, 19 78

Robert D. Boivin (Seal)
Laura L. Boivin (Seal)

STATE OF OREGON, County of Klamath

ACKNOWLEDGMENT

Before me, a Notary Public, personally appeared the within named **ROBERT D. BOIVIN and LAURA L. BOIVIN**, his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and office and the day and year last above written.

Donna L. Rogers
Notary Public for Oregon
My Commission expires 6/28/1981

MORTGAGE

FROM STATE OF OREGON, County of Klamath

TO Department of Veterans Affairs L M90555

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. N78 Page 16372 on the 27th day of July, 1978. WM. D. MILNE Klamath County Clerk

by Barthas Shetch Deputy

Filed July 27, 1978 at 12:14 P.M.
in Klamath Falls, Oregon County Klamath by Barthas Shetch Deputy

After recording return to:
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon 97331

Fee \$6.00
TOTAL \$6.00
MORTGAGE