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MTC 5697-A

NOTE AND MORTGAGE

THE MORTGAGOR, THEODORE E. SIMPSON, JR. and [illegible] SIMPSON,

[illegible]

mortgages to the STATE OF OREGON represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of [illegible]

[illegible] of the [illegible]

[illegible] 30 feet over the S[illegible]

[illegible] way line of [illegible]

[illegible] said property (for [illegible]

[illegible] to the West line of [illegible]

[illegible] lateral to the South line [illegible]

[illegible] of the village [illegible]

TOGETHER WITH THE FOLLOWING MOBILE HOME: [illegible] VIN/Serial, [illegible] 2AB738311311

[illegible] roads and easements used in connection [illegible] water, with the premises, heating, electric wiring, and fixtures, furnaces, [illegible] heaters, fuel storage receptacles, plumbing, ventilating, water and irrigation systems, stoves, [illegible] cabinets, built-in [illegible], linoleum and floor coverings, built-in stoves, [illegible] and all fixtures now or hereafter installed in or on the premises; and all shrubbery, plants or growing thereon; and any replacements of any one or more of the foregoing items in lieu thereof, are hereby declared to be appurtenant to the land, and all of the rents, issues and profits of the mortgaged property.

to secure the payment of [illegible] Sixty One Thousand Two Hundred and no/100 [illegible] Dollars

61,200.00 [illegible] and interest thereon, evidenced by the following promissory note:

[illegible] promise to pay to the STATE OF OREGON [illegible] Thousand Two Hundred and no/100 [illegible], with interest from the date of [illegible] per annum until such time as [illegible] paid in lawful money of the United [illegible]

[illegible] and 3.391(0) pp. the [illegible] the old veterans' rate for each [illegible] the full amount of the principal, interest [illegible] the unpaid balance, the remainder on the [illegible] 15, 2003 [illegible] will continue to be liable for payment and [illegible]

[illegible] 3,391.00 [illegible] each month [illegible] 15th [illegible] successive year on the preceding described [illegible] and advances shall be fully paid and payable [illegible] September [illegible] principal.

The due date of the last payment shall be [illegible]

In the event of default of any [illegible] payment [illegible] unpaid balance shall bear interest as prescribed by [illegible]

This note is secured by a mortgage, the party of [illegible]

Dated at [illegible] Beaverton, Oregon [illegible]

[illegible]

[illegible] only upon without penalty.

[illegible] the mortgagor [illegible] that the premises are free [illegible] to mortgagee alone, [illegible] and the [illegible] demands of all persons whomsoever, and that [illegible] covenant shall [illegible]

MORTGAGOR [illegible] covenants, that [illegible]

1. To pay all costs and money secured hereby.

2. Not to impair the [illegible] or demolishment of any buildings on the premises; [illegible] all construction within a reasonable time; [illegible] use not to commit or suffer any waste.

3. Not to permit the [illegible] removal of any [illegible]

4. Not to permit [illegible] of the mortgaged [illegible]

5. Not to permit any tax, assessment, lien or [illegible]

6. Mortgagor [illegible] to pay all real property taxes [illegible] premiums and add same to the principal, each of the [illegible] indemnity [illegible] as provided in the [illegible]

7. Mortgagor [illegible] against loss by fire and such other hazards as [illegible] mortgagee to deposit with the mortgagee all [illegible] insurance shall be made payable to the mortgagee [illegible] until the period of redemption expires.

8. To keep all buildings [illegible] insured in [illegible] company or companies and in such amounts [illegible] company, showing payment [illegible] policies with receipts showing payment [illegible] insurance shall be kept in force for the [illegible]

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[illegible] shall be entitled to all compensation and damages [illegible] for any security taken [illegible] the mortgagee.

[illegible] or any part of interest in same, and to [illegible] any interest as prescribed by ORS 407.070 in [illegible] remain in full force and effect.

[illegible] in whole or in part and all expenditures [illegible] terms of the mortgage or the note shall [illegible] immediately repayable by the mortgagor without [illegible] any portion of the loan for purposes [illegible] given before the expenditure is made [illegible] due and payable without notice and [illegible] a waiver of any right arising from a [illegible] attorney fees and all other costs [illegible] the mortgagee and the mortgagee shall [illegible] executors, administrators, successors and [illegible] and regulations which have been [illegible] the plural where such connotations are [illegible]

IN WITNESS WHEREOF, the mortgagors have set their [illegible] this 2nd day of August 1978.

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named [illegible] B. Simpson, Jr. and Judith B. Simpson

his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

Notary Public for Oregon

My commission expires [illegible]

MORTGAGE

FROM

TO M4214

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the [illegible] day of August, 1978, at [illegible] o'clock [illegible] M., and recorded in book M78 page [illegible] of Mortgages, or as file/reel number [illegible] Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By [illegible] Deputy

Fee $ [illegible]

Klamath Falls, Oregon

August 4, 1978

at o'clock 1:37 P.M.

County Klamath

[illegible] Deputy

After recording return to:

DEPARTMENT OF VETERANS' AFFAIRS

General Services Building

Salem, Oregon 97310

Form 1-4 (Rev. [illegible])