3.5		140	459.3		10		100
U	ر د د	3	1	10	(0		
r	١	01	9	. 2	1,5		
91							17-24
2.5	19. 4	200			18-5113	Marine.	

FM .9

HE NIC BL

## 61589 NOTE AND MORTGAGE

Vol. 79 Page 2010

ther with the tenements, heriditancers rights, privileges, and appurtenances including roads and casements used in continuous electric managements. Selectric managements are selectric managements. The privileges and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges, and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements and privileges are also privileges. The privileges and appurtenances including roads and casements used in continuous electric managements and privileges and appurtenances including roads and casements used in continuous electric managements and privileges. The privileges are also privileges and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and appurtenances including roads and casements used in continuous electric managements and
ther with the tenements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer premises; elements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer premises; elements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer premises; elements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer promises; elements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer promises; elements, periditments, rights, privileges, and appurtenances including roads and exceements used in consumer promises; pulli-in, shorters, included in consumer promises and in cons
ther with the tenements, heriditaments, rights privileges, and appurtenances including roads and easement used in constitution of the premises; electric wiring entry screens, doors; window shades are the premises; electric wiring entry screens, doors; window shades are the premises; and appurtenances including roads and easement used in constitution, which is nowes, evens, electric sinks, air conditions induced and making, which is nowes, evens, electric sinks, air conditions induced in constitution of the premises; and any foregoing items, in whole or in part, all of which are hereby electred to be appurtenant of any foregoing items, in whole or in part, all of which are hereby electred to be appurtenant of the rents, issues, and profits of the mortgaged property.  1. The promise is pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.  1. I promise to pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.  1. I promise to pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.  1. I promise to pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.  1. I promise to pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.  1. I promise to pay to the STATE OF OREGON FOR TWO Thousand Five Hundred and no/100.
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in contribution to premises; electric wiring and discurse doors; window shades and blinds, shutchwakers; and all fixtures power to the straight pullion the premises; and any shrubbery doors, window shades and blinds, shutchwakers; and all fixtures power to the straight pullion the premises; and any shrubbery doors, window shades and blinds, shutchwakers; and all fixtures power have a straight pullion the premises; and any shrubbery doors, in whole or in part, all of which are hereby declared to be appartenant accents to all of the rents, issues, and profits of the mortgaged property.  1. and all of the rents, issues, and profits of the mortgaged property.  2. 1. promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  Dollars (\$42,500,00
ther with the tenements, heriditanents, rights, privileges, and appurtenances including roads and casements used in containing, where the containing water containing water containing water containing water containing water containing and casements used in containing water containing water containing and casements of the privileges, and appurtenances including roads and casements used in containing water containing water containing and casements of an action of the containing and casements of an action of the containing water co
ther with the tenements, heriditaments, rights, privileges, the premises; electric wiring and extrems, furnace and heating system, water heaters, and sorrage receptacles; plus the premises; electric wiring and extrems, furnace and heating system, water heaters, and all fixtures now or he listing, water and irrigating sulcetric sinks, air conditioners, refrigere growing or hereafter planted or growings and many strubbers, flora, whole or in part, all off which are hereby declared to be appurtuant all cements of any one or more of the foregoing the mortgaged property.  [1] And all of the rents, issues, and profile of the mortgaged property.  [2] Ago on the premises of the foregoing of the mortgaged property.  [3] And all of the rents, issues, and profile of the mortgaged property.  [4] Applied to the profile of the foregoing of the mortgaged property.  [4] Ago of the rents, issues, and profile of the mortgaged property.  [4] Applied to the profile of the foregoing the mortgaged property.  [5] Ago of the first thereon, evidenced by the following promissory note:
ther with the tenements heriditaments, rights, privileges, and appurtenances including roads and casements used in continuous contin
ther with the tenements heriditaments, rights, privileges, and appurtenances including roads and easements used in continuous continuous electric wiring and fixtures; furnace and professional professi
ther with the tenements, heights, privileges, and appurtenances including roads and easements used in contract the premises; electric time wiring and fixtures; furnace and heating systems water heaters, fuel storage receptacles; plushings, water stoves, overs, electric sinks, air contractions are restricted in the premises; and any shrubber grant contractions are restricted in or on the premises; and any shrubber grant contractions are restricted in or on the premises; and any shrubber grant grant proper grant
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in continuous states, electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus that it is not a state of the premises; electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hearings, bullt-in stoves, evens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or larger now growing or hereafter planted or growing thereon; alled in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; alled in or on the premises; and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  2. 500,00,00,00,00,00,00,00,00,00,00,00,00,
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in continuous states, electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus that it is not a state of the premises; electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hearings, bullt-in stoves, evens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or larger now growing or hereafter planted or growing thereon; alled in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; alled in or on the premises; and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  2. 500,00,00,00,00,00,00,00,00,00,00,00,00,
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in continuous states, electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus that it is not a state of the premises; electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hearings, bullt-in stoves, evens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or larger now growing or hereafter planted or growing thereon; alled in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; alled in or on the premises; and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  2. 500,00,00,00,00,00,00,00,00,00,00,00,00,
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and casements used in continuous states, electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus that it is not a state of the premises; electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hearings, bullt-in stoves, evens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or larger now growing or hereafter planted or growing thereon; alled in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; alled in or on the premises; and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  1. and all of the rents, issues, and profits of the mortgaged property:  2. 500,00,00,00,00,00,00,00,00,00,00,00,00,
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in control of the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plus the premises; and rights systems, stores are conditioners, refrigerators, freezers, cabinets, built-ins, linoleums and rings, built-ins stoves, ovens, electric sinter conditioners, refrigerators, freezers, and all fixtures now or heatings, built-ins stoves, ovens, electric sintered and strings, built-ins stoves, ovens, electric sintered and round the remaining the promise of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant accements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant and all of the rents, issues, and profits of the mortgaged property.  42,500.00
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in confuse the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plustiating, water and irrigating systems; screens, doors, window shades and blinds, shutters; cabinets, built-ins, linoleums and the premises; electric sinks, air constitutioners, refrigerators, freezers, dishwashers; and all fixtures now one rings, built-in stoves, overs, electric sinks, air crimber now; growing or hereafter planted or growing thereon; all of one of the premises; and any shrubbery, flora, or timber now; growing or hereafter planted or growing thereon; all of one or more of the foregoing items; in whole or in part, all of which are hereby declared to be appurtenant all of the rents, issues, and profits of the mortgaged property;  1, and all of the rents, issues, and profits of the mortgaged property;  42,500,00
ther with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in continuous continuous and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plustiating, water and irrigating systems; screens, doors, window shades and blinds, shutters; cabinets, built-ins, linoleums and the premises; electric sinks, air constitutioners, refrigerators, freezers, dishwashers; and all fixtures now one arrings, built-in stoves, overs, electric sinks, air continuous, refrigerators, freezers, dishwashers; and all fixtures now one arrings, built-in stoves, overs, electric sinks, air continuous, refrigerators, freezers, dishwashers; and all fixtures now one arrings, built-in stoves, overs, electric sinks, air continuous, refrigerators, freezers, dishwashers; and all fixtures now one arrings of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant all accements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant all of the rents, issues, and profits of the mortgaged property;  1, and all of the rents, issues, and profits of the mortgaged property;  42,500,00
42,500,00
1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  5,9
1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  1 promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100.  5,9
5,9
5,9
by the State of Oregon, at the rate of mental and interest to be paid in lawful money of
initial disbursement by the object of the Director of Veterans' Affairs in Salem, Oregon, as follows:  States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:
252 00 or before April L, 19/9====== 5 to ad valorem taxes for
\$ 253.00
successive year on the premises described and advances shall be fully paid, such payments to be applied first as meets and advances shall be fully paid, such payments to be applied first as meets and advances principal.
The due date of the last payment shall be on or before  The due date of the last payment shall be on or before  In the event of transfer of ownership of the premises or any part thereof. I will continue to be liable for paymen  In the event of transfer of ownership of the premises or any part thereof. The balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.  The due date of the last payment shall be on or before  In the event of transfer of ownership of the premises or any part thereof.
the balance shall draw interest as prescribed by URS account and a part hereof.
main note is secured by a mortgage, the terms of which are
the balance shall draw interest as preserved by the terms of which are made a part hereof.  This note is secured by a mortgage, the terms of which are made a part hereof.  Dated at Klamath Falls, Oregon

The nortgagor 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 werrant 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.

## MORTGAGOR FURTHER COVENANTS AND AGREES:

- 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 provements 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;
- 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;
- To keep all buildings unceasingly insured 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 mortgage; to deposit with the mortgage all such companies and in such an amount as shall be satisfactory to the mortgage; to deposit with the mortgage all such properties with receipts showing payment in full of all premiums; all such insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

- 8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily 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;
- 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 furnish a copy of the instrument of transfer to the mortgage; a purchaser shall remain in full force and effect.

The mortgages 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 mortgagor or the note shall of the mortgagor or the note 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.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the covenants or agreements herein contained or the mortgagee given before the expenditure is made, 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 mortgage to become immediately due and payable without notice and this shall cause the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this shall cause the entire indebtedness at the option of the mortgage to become immediately due and payable without notice.

The failure of the mortgage 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 mortgage shall have the right to enter the premises, take possession.

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.

assigns of the respective parties hereto.  It is distinctly understood and agreed that this incommend of the constitution. ORS 407.010 to 407.210 and any subsequence of the constitution	note and mortgage are subject to the provisions of Article XI ent amendments thereto and to all rules and regulations Veterans' Affairs pursuant to the provisions of ORS 407.020.	A of the Oregon which have been connotations are
WORDS: The masculine shall be deemed to inclusion applicable herein.	Veterans Affairs pursuant of the singular the plural where such	
Control (22, 4, as year of the periodic bat (40 th F)		
manufaction and the party train active beautiful.	The community of the action in the community of the commu	
The at another month is the contract of the co		our such a fair
The second secon	어릴 수 있는 동안들이 회장에 가득하는 경험을 가득하는 것이 없는 것이 없다.	
control of the contro	Attail 19 200 District Strong	19. 7.9
id the problem is the end of extra in the other section of the other sec	Dlan A Macan	(Seal)
<u> </u>	And Marchand	(Seal)
14 1967-3000-30055-19572-41, interest sheeping denied		
	kild Five <u>Rundrad cad poyan,</u>	(Seal)
The second process of the process of the process of the second of the se	ingan inggress in the section of the	
recording to about a process of the process of the control of the	ACKNOWLEDGMENT	
STATE OF OREGON.	The TT IT IT I THE SECOND SECO	
		and Ann
Before me, a Notary Public, personally appear	ed the within named Frederick R. Marchan	
Marchand,	his wife, and acknowledged the foregoing instrument to be	their voluntary
act and deed.		$\sim$
WITNESS by hand and official seal the day an	d year last above written.	D. 1.3.
	1 flatta Note	ry Public for Oregon
	/	
	My Commission expires 7/19/82	
	MORTGAGE L-	P06246
	TO Department of Veterans' Affairs	
FROM	\ss.	
Klamath County of	<u> </u>	
olived and di	uly recorded by me in	is, Book-of Mortgages.
1 certify that the william	County Destriction of County Destriction of the County of	Clerk
		Urada A
- 1 / / / / W / C/N		
January 24, 1979 11979 Klamath Falls, Oregon	at o'clock 3.42 AM.	
County amath	By Sunther Level	Deputy.
After recording return to: After recording return to: After Personal DEPARTMENT OF VETERANS AFFAIRS	The property of the party of th	
DEPARTMENT OF VETERANS AFFAIRS General Services Building Salem, Oregon 97310	Fee \$6.00	
Datem. O'CAO'.		et e filologisk i filologisk filologis