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NOTE AND MORTGAGE Vol. 79 Page 4856

LARRY F. RICHEY and SUSAN DENISE RICHEY,

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mortgages to the STATE OF OREGON, represented and acting by the Directory ing described real property located in the State of Oregon and County of Klamath

Lot 1 in Block 1 of Banyon Park, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon. CIURI

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together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the preinises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and verse, dishwashers; and all fixtures now or hereafter coverings; built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; 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;

to secure the payment of Three Thousand One Hundred Fifteen and no/100-----

(\$ 3,115.00----), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Thirty Two Thousand Six Hundred Three and 05/100-----Dollars (\$32,603.05). and wante represent appeared to which where a plant of the plant which

evidenced by the following promissory note:

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Thirty Five Thousand Seven Hundred Eighteen and 05/100--Dollars (\$35,718.05---). with Interest from the date of initial disbursement by the State of Oregon, at the rate of .5.9------percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum, Dollars (\$_____), with percent per annum, interest 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: \$ 212.00----- on or before May 1, 1979----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. 14 sThe due date of the last payment shall be on or before April 1, 2009-----Inc. due date of the last payment shall be on or before HULLL'S <u>AUUZ</u> 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. This note is secured by a mortgage, the terms of which are made a part hereof. I for the secure of the secure of the terms of which are made a part hereof. Jan F. Kiche Susan Denise Licher

Dated at __Klamath_Falls, Oregon_____ 1979 March

The mostgager 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 April 1, 1977, ______ and recorded in Book M77 ____ page 5515. Mortgage Records for Klamath _____ County. Oregon, which was given to secure the payment of a note in the amount of \$ 33,250.00-, and this mortgage is also given

as security for an additional advance in the amount of \$.3,115,00 together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness. The mortgagor 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 warrant 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

- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or im-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; 1. To pay all debts and moneys secured hereby: 3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
- Not to permit the use of the premises for any objectionable or unlawful purpose;
- 4.
- Morigages 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; 5.
- auvances 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 mortgagee. To deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurnce shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires; 6. 7.

NUTLEY NAME NUTLEY NUTLEY N	The failure of the mortgagee to exercise any options ach of the covenants.	all be liable for the cost of a title search, attorney	fees, and all other costs
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WORDS: The maximum end of constraints in the constraint in the constraints in the constraint in the constraints in the constraints in the constraints in the constraints in the constraint in the constrai	The covenants and agreements there is the second se	te and mortgage are subject to the provisions of Al	ticle XI-A of the Oregon s which have been issued
WORDS: The maximum and be determined in the second seco	It is distinctly understood and agreed, lim subsequent astitution, ORS 407.00, to 407.20 and any subsequent may hereafter be issued by the Director of Veterans' may hereafter be issued by the Director of Veterans'	amendments thereto and the provisions of ORS 407.020. Affairs pursuant to the provisions of ORS 407.020.	ere such connotations are
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County of the inter-KLAMATING. Before me, a Notary Public, personally appeared the within named Larry F., Richey, and Susan Denise, Richey, Interventional Control of the day and year last above written Notary Public for Great in the day and year last above written WITNESS me, have and board of the day and year last above written Notary Public for Great WITNESS me, have and board of the day and year last above written Notary Public for Great WITNESS me, have and board of the day and year last above written Notary Public for Great WITNESS me have and board of the day and year last above written Notary Public for Great WITNESS me have and board of the day and year last above written Notary Public for Great WITNESS me have and board of the day and year last above written Notary Public for Great WITNESS me have and board of the day and year last above written Notary Public for Great WITNESS me have and board of the day and year last above written Notary Public for Great WITNESS me have a strip day of the day and year last above a strip day of the day and year as the day and year last above a strip day of the day and year as the day and year as the day at the	STATE OF OREGON,	Here (1997) - SS. (1997) - Constant (1997) - Constant (1997)	
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My Commission expires 7/19/82 My Commission expires 7/19/82 MoRTGAGE L004810 FROM TO Department of Veterans' Affairs STATE OF OREGON, ss. County of Klamath County of Klamath County of Klamath	act and deed.	id year last above written	1 8
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FROM		MORTGAGE	LP04810
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County of County Records, Book of Mortga		55.	
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I certify that the within was received and dry received a	No.M79 Page 4856 on the 5th day of M	farch, 1973	, County
By Semethe Scherich Deputy	By Bernetha Altoud		
$\frac{121 P}{\text{Filed} \text{March } 5, 1979} \xrightarrow{\text{at o'clock}} \frac{121 P}{M}$	March 5, 1979	at o'clock	A-1-
Klamath Falls, Oregon Klamath By Streethax MKUSCO	Klamath Falls, Oregon Mostoria Klamat	HAV MI	flisch D
County Fee \$6.00	County	Fee \$6.00	
After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem, Oregon 97310 HOLE VIID WOBLEVEE	After recording return to:	있는 것은 MELONE 그는 것을 몰랐다. 알려 가지 않는 것이다.	and the second

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9. Not to lease or, rent the premises, or any part of same, without written consent of the mortgagee:
10. To promptly notify imortgagee 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 mortgage; a purchaser shall paint in full force and effect.
10. To promptly indify imortgage 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 mortgage; a purchaser shall paint in full force and effect.
10. Indicate the mortgage in a storage of the instrument of transfer in all other respects this mortgage shall remain in full force and effect.
11. The mortgage is a storage of the instrument of an attorney to secure compliance with the terms of the mortgage or without deam in the note, and all such expenditures shall be immediately repayable by the mortgager without deam in the secure of by the mortgage.
12. During including the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specifies in the application, except by written permission of the mortgage give and payable without notice and this mortgage subject to forcelosure.
13. Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes made the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this mortgage to force of any mortgage to except by written permission of the mortgage give due and payable without notice and this mortgage to except by written permission of the mortgage for any right arising from a mortgage to for construction of any right arising from a mortgage to except by written permission of the mortgage of any right arising from a mortgage to the covenants.

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee:

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Form L-4-A (Rev 6-72) *

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