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The mortgager or subsequent owner may pay all or any part of the loan at any time without penalty. Security and penalty is the provided of the provided of the security is the security of th	prone The t	obile nome described on now secured by this Note Woril 53	a mort 1902 A mort 1902 A mort 1904 ETHEL F ETHEL F	G FAIBCHILD <i>f-fauchef</i> FAIRCHILD	
A second which was given to secure the payment of a note in the amount of a 12,493,00, and this mortgage is also given as security for an additional advance in the amount of a 4,685,000 more black the provide the provide of indebtedness covered by the previde note and the new nois a available of the premises in the simple, has good right to mortgage same, that the premises are free covenant shall not be extinguished by the determine the simple has good right to mortgage same, that the premises are free covenant shall not be extinguished by the determine the same for the data and demands of all persons whomsoever, and this restriction of the best of the premises in the simple has good right to mortgage same, that the premises are free covenant shall not be extinguished by the determine the same for good right in the balance of any buildings or in- termine and the billing to be been and the second of the permit is the second of the form and the mortgage same with any stream of the premises in the simple to be available of the premise and the provemant shall not be extinguished by the beaution of the permit. The form and the same of a good right is a second of the second of any buildings or im- provemants and on the permit whether the same in good repair to complete all construction within a reasonable time in accordance with any streament mide between the parties have of repairs to complete all construction within a reasonable time in a Not to permit the use of the premises for any timber except for his own domestic use; not to commit or suffer any waste: Not to permit any tax assessment, liss, of encomplete or unaway purpose. Not to permit any tax assessment, liss, of encomplete or day withing Not to permit any tax assessment, liss, of encomplete to what any time to the Not to permit any tax assessment. The provide of any time except for his own domestic use; not to commit or suffer any waste: Not to permit any tax assessment. The of the premises and add asme to the principal, each of the	er sont Cours T	the bar given in conjunction with a start of the start of	and supplementary to that certain me	Wedy reement	
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together with the tenements, hereditaments, rights, privileges, and annutring	
together with the tenements, hereditaments, rights, privileges, and appurtemences including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacies; plumbing, ventilating, water and prigating systems; screens, doors; window shades and blinds, abutters; cabinets, built-ins, linoleums and floor installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planteents of any one on the foregoing items, in whole or in part, all of which are hereby declared to be appurtement to the land, and all of the reats, issues, and profiles of the mortgaged property;	
where the payment of your mousurid Light number of Forty Five and no/100	
(s4.845.00 and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of <u>Iwelve Thousand Four Hundred Ninety Three and no/100</u> Dollars (s.12.493.00),	
evidenced by the following promissory note: STCPIIG C. SCIRCUITG	
Seventeen Thousand Three Hundred Thirty Eight and no/100mars (s. 17,338,00mm), with interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum,	
interest from the date of initial disbursement by the State of Oregon, at the rate of Bercent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of Bercent per annum,	
interest from the date of initial disburgement by the State of Oregon, at the rate of the	
in Salem, Oregon, as follows: s 146.00	
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 date date of the last payment shall be on "Gri before "May 15; 1994 and the bear of transfer of ownership of the premises or any part thereof." I will continue to be liable for payment and the balance shall draw intrast as prescribed by ORS 407.00 from date of such transfer.	
This note is secured by a mortgage, the terms of which are made a part hereof. Dated at Klamath Falls, OR Richard (For 1 - hill	
April 23 MODEL A PORT AND 1979 CHARD C FAIRCHILD CHARD C FAIRCHILD CHARD C FAIRCHILD C FAIR	
is notile hows described on the face of this document is a nortion of the	
The mortgage is given in conjunction with and supplementary to that certain maximum by the mortgages herein to the State of	
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Revelex Oregon, which was given to secure the payment of a note in the amount of a 12,493,00 and this mortgage is also given as security for an additional advance in the amount of a 4,845,000 per particular particular of indebtedness covered by the revious note, and the new note is evidence of the entire, indebtedness on the state of indebtedness covered by the	
ownant shall not be extinguished by foreclosure, but shall run with the simple, has good right to mortgage same, that the promises are free overant shall not be extinguished by foreclosure, but shall run with the slaims and demands of all persons whomsoever, and this	
MORTCACON	
 Not to permit the billings to become vacant or unoccupied not to permit the removal or demoliahment of any buildings or im- accordance with any agreement made between the parties hereto; 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; Not to permit any target and the permises for any objectionable or unlawful purpose; 	
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7. To: hotp all buildings uncestingly insured during, the tarm of the mortgage, against loss by fire and such other hazards in such companies and to such an amount as shall be satisfactory to the mortgage. Independent with the mortgage all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgage; independent of the mortgage; insurance shall be kept in force by the mortgage of foreclosure until the period of redemption expires;	

9. Not to lease or rent the premises.	trapper-the independent of a second start and a second start and any second start and a s	eres ne fire
made in so doing including the employ draw interest at the rate involded in it demand and shall be secured by this inc	writing of a transfer of ownership of the premises or any part or interest in a of transfer to the morrages: a purphaser shall pay interest as prescribed by OR of transfer; in all other respects this mortage shall remain in full force and effec- tion and the start of the morrage of the mortage of the mortage of the ment of the additioner, he secure sompliance with the terms of the mortage or the he hote and all such as pending shall be immediately repayable by the mortage or the start of the secure sompliance with the terms of the mortage or the he hote and all such as pending shall be immediately repayable by the mortage or the start of the secure some shall be immediately repayable by the mortage	ct. expenditures is note shall agor without
Default in any of the covenants (other than those specified, in the applic shall cause the entire indebtedness at t mortgage subject to foreclosure.	or agreements herein contained or the expenditure of any portion of the loan ation, exception written permission of the mortgagee given before the expenditu the option of the mortgagee to become immediately due and payable without not	for purposes ure is made, tice and this
breach of the forther of the fight the second states to a breach of the covenants in the second seco	the mortgagor shall, be liable for the cost of a title search, attorney fees, and al	ll other costs
	t of the mortgage, the mortgage shall have the right to enter the premises, tak d apply same, less reasonable coats of collection, upon the indebtedness and the mo inteceiver to collect: same is in the model of the indebtedness and the mo- inteceiver to collect same is in the model of the indebtedness and the mo- erein shall estend to and be binding upon the heirs, succutors, administrators, su 1015	
It is distinctly understood, and ag Constitution, ORS 407,000, to 407,210 and or may hereafter be issued by the Dir the madriated of the Dir the madriated of the Dir WORDS: The masculine shall be	1012 pred that this note and mortgage are subjective the provisions of Article XI-A o d any subsequent amendments thereto and to all rules and regulations which have ector of Veterans' Affairs pursuant to the provisions of ORS 407.020. Inc. mic. Sic. 2010, and the singular the plural where such com- id deemed to include the femining, and the singular the plural where such com-	f the Oregon been issued
applicable herein.	on the face of this document is a portion of the	
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act, and deed	sell the day and year last above written.	· · · ·
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FROM	MORIGASE TO Department of Veterans' Affairs	446
County of		
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After recording return to; DEPARTMENT OF VETERANS' AFFAI General Services Building	중 방법에 적별했는 것이다. 이 지난 것이 같은 것을 가지 않는 것을 해야 했다. 것이 같이 많이 있는 것이 같이 있는 것이 없다. 것이 있는 것이 없는 것이 없는 것이 없는 것이 없다. 것이 있는 것이 없는 것이 없다. 것이 없는 않은 것이 없는 것이 않는 것이 않 것이 것이 않는 것이 없는 것이 없이 않이 없는 것이 없이 않이 않이 않이 않이 않이 않이 않는 것이 않이	

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SECURITY AGREEMENT

BL61 62 1978

Richard Carl Fairchild and Ethel Frances Fairchild, Husband and Wife,

(Name)		No. 192		
	PO Box 163	Bly	Klamath	OR
	(No. and Street)	City	County	State
		فالجرج والجاجا المراجع والمرور المراجع	and the second	

(hereinafter called "Debtor"), hereby grants to the State of Oregon, represented and acting by the Director of Veterans' Affairs, (hereinafter called "Director"), a security interest in the following property and any and all additions, attachments and accessions thereto (hereinafter called the "Collateral"):

New or Used	Manufacturer	Уеаг	Series Name	Color & Model	Serial Number	Length & Width
NEW	Fleetwood	1978	Sandpointe	Tan/Brown	ORFL1A81 9381117	14x66
		an an tha	a an an an tha tha a			

And special equipment listed: __

1.

thereafter, plus <u>one-twelfth of</u>———— The taxes for each successive year on the Collateral described in the security agreement 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before _August 15, 1990-----

In the event of transfer of ownership of the Collateral 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 security agreement, the terms of which are made a part hereof. Dated at Klomoth Talls, chagon Richard Carl Fauchill Biokard Carl Fairchild Stall Frances Fairchild Ethel Frances Fairchild

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

2. The Collateral will be located at <u>Highway 140</u> (No. and Street)							
	Blv		Klamath	<u>OR</u>			
	City		County	State			

THIS COLLATERAL WILL NOT BE MOVED TO A LOCATION OUTSIDE THE STATE OF OREGON. THE COL-LATERAL WILL NOT BE MOVED FROM THE FOREGOING ADDRESS TO ANY OTHER LOCATION WITHIN OREGON WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR. A VIOLATION IN EITHER INSTANCE WILL RESULT IN THE ENTIRE INDEBTEDNESS BEING DECLARED DUE AND PAYABLE.

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- 3. Debtor warrants and covenants that except for the security interest granted hereby, Debtor is the owner of the Collateral free from any lien, security interest or encumbrance and will defend the Collateral against the claims and demands of any persons whomsoever.
- 4. Debtor further covenants and agrees:
- A. To pay all debts and monies secured hereby;
- B. To maintain the Collateral in good condition and repair and preserve the same against waste, loss, damage or depreciation in value other than by reasonable wear;
- C. Not to permit the use of the premises from any objectionable or unlawful purpose;
- D. Not to permit any tax, assessment, lien or encumbrance to exist at any time;
- E. The Secured Party is authorized to pay all taxes assessed against the Collateral and to add same to the principal, each of the advances to bear interest as provided in the note;
- F. To keep the Collateral unceasingly insured during the life of the security agreement, against loss by fire and such other hazards in such company or companies and in such an amount as shall be satisfactory to the Secured Party;
- G. Not to lease or rent the Collateral, or any part of same, without the written consent of the Secured Party;
- H. To promptly notify the Secured Party in writing of a transfer of ownership of the Collateral or any part of interest in same, and to furnish a copy of the instrument of transfer to the Secured Party: a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from date of transfer; in all other respects, this security agreement shall remain in full force and effect;
- I. Secured Party shall be entitled to all compensation received for any security voluntarily released, same to be applied on the indebtedness.

5. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

- A. Debtor shall fail to pay, when due, any installment of principal, interest or taxes of any indebtedness owing by Debtor to the Secured Party;
- B. If Debtor shall fail to perform promptly at the time and strictly in the manner provided by any covenant of the Debtor contained in this or any other agreement between him and the Secured Party;
- C. If any warranty, representation or statement made by Debtor to Secured Party is false in any material respect.
- 6. This security agreement shall further secure the payment of such additional money, if any, as may be loaned hereafter by the Secured Party to the Debtor as evidenced by a note or notes. Any advances are limited to the amounts and percentages as set forth in ORS 407.040 and ORS 407.050, respectively.
- 7. Upon such default and at any time thereafter, Secured Party shall have each and all of the rights and remedies granted to him by the Uniform Commercial Code of Oregon or other applicable laws, by this agreement and by the promissory note or notes hereby secured, and the Secured Party may, without notice, declare any or all such promissory notes immediately due and payable. The Debtor agrees to pay all expenses, including reasonable attorney's fees, incurred by the Secured Party in taking, holding, preparing for sale and selling any of the Collateral or the collection on the note herein, as well as attorney's fees and costs.

Upon the breach of any covenant of the security agreement, the Secured Party shall have the right to take possession of the Collateral, collect the rents, issues and profits, and apply same, less reasonable costs of collection, upon the indebtedness and the Secured Party 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.
- It is distinctly understood and agreed that this note and security agreement are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto 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 407.020. The failure of the Secured Party to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.
- WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

I HEREBY STATE THAT I WILL PERSONALLY OCCUPY THIS PROPERTY AS MY PRINCIPAL HOME UPON COMPLETION OF THE LOAN. or, hepting

21_ day of ___ Signed in duplicate this _____

Ally 1978. Richard Carl Fainchild Debtor Richard Carl Fairchild Cille France Fairchild Spousse

STATE OF OREGON; COUNTY UP KLAWALTI, 33.

FEE \$18.00

I hereby certify that the within instrument was received and filed for record on the __24th_day of A.D., 19 79 at 10:57 o'clock A M., and duly recorded in Vol M79 April____ Mortgages _____on Page___9235___.

WM. D. MILNE, County Clerk By Dernetha Holszh .___ Deputy