58819	NOTE AND erry 0. Mathews and M	MORTGA	GE 9.11		6355 a Wife	
THE MORIGAGON						ollow-
ortgages to the STATE OF OR	EGON, represented and acting b ed in the State of Oregon and Ce	y the Director o ounty of Kli	veterans' Affair math	rs. pursuant it		
				icial nla	t thereof	
on file in th	le office of and	-				
TOGETHER WITH THE PROPERTY Size/ 20 x 5	H THE FOLLOWING DESCF : Year/1973, Make/Hi 6.	RIBED MOBIL	E HOME WHI Gerial Numb	CH IS FI per/0291	RMLY AFFIXEI 131 BAXX H, T.O.7 N, C	
			includi	ng roads and	easements used in	connection plumbing.
together with the teneme with the premises; electriventilating, water and irrig coverings, built-in stoves, installed in or on the prem replacements of any one o land, and all of the rents,	nts, heriditaments, rights, privil c wiring and fixtures; furnace rating systems; screens, doors; wi ovens, electric sinks, air conditi- sises; and any shrubbery, flora, c r more of the foregoing items, in issues, and profits of the mortg Twenty Four Thousan	and heating s ndow shades ar oncrs, refrigerat or timber now s whole or in pa aged property: d Two Hund	red Twenty	rs: cabinets, hwashers: and offer planted re hereby dec Five and	i all fixtures now or growing therec lared to be appurt	or hcreafter n; and any enant to the Dollars
the payment of						
)	, and interest thereon, evidenced					]
	pay to the STATE OF OREGON	Twenty Fo	ur Thousand 24,225.00-	d Two Hur	dred Twenty h interest from th nnum until such lawful money of t	Five time as a the United
initial disbursement	t by the State of Oldgrant to Ol ate is established pursuant to Ol	RS 407.072. print fairs in Salem.	Oregon, as follo	ws:	172 00 0	on the
s 173.00 1st of Ear	the state of or state of or or or or or or or or or before June ch month	rs 407.072. print fairs in Salem. 1, 1979- plus ONE- mortgage, and	welfth	ws: the full amo the unpaid b	nd \$ 173.00 ( ne ad valorem taxe ant of the princip- alance, the remain	on the es for each al, interest ider on the
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## 6357 13720

Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-tarily 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:

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10. 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 all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee 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 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 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 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 mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure. The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising f.om 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, takc 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.

It is distinctly understood and agreed that this note and mortgage 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. WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

The mobile home described on the face of this document is a portion of the property

secured by this Note & Mortgage.

This mortgage is being rerecorded becaus of an error in the serial number of the mobile home. This is one and the same mortgage as filed for recording, dated March 20, 1979 and Recorded March 21, 1979 in Book M79, page 6356, in the Microfilm records of Klamath County, Oregon.

		in a and ill
ACKNOWLEDGMENT STATE OF OREGON. County of		Terry C. Mathews (Scal)
ACKNOWLEDGMENT STATE OF OREGON. County of		(Seal)
ACKNOWLEDGMENT STATE OF ORECON. County of		Manay Mathins
STATE OF OREGON. County of <u>Klamath</u> }ss. Before me, a Notary Public, personally appeared the within named <u>Terry O. Mathews and</u> <u>Nancy S. Mathews</u> his wife, and acknowledged the foregoing instrument to be <u>their</u> columbar act and deed. WITNESS by hand and official seal the day and year last above written. WITNESS by hand and official seal the day and year last above written. <u>MULLARENE LAY Commission expires</u> <u>My Commission expires</u> <u>My Commission expires</u> <u>My Commission Expires</u> <u>My Commission expires</u> <u>My Commission Expires</u> <u>My Commission expires</u> <u>My Commission Expires</u> <u>I with the writhin was received and duly recorded by me in <u>Klamath</u> <u>County Records</u>. Book of Mortgages. to <u>MT9</u> page 6356, on the 21st day of March, 1979, <u>Mn. D. Milne Klamath</u> <u>County Clerk</u> by <u>Almatharth</u> <u>By</u> <u>Munchartharth</u> <u>Deputy</u>. Hed March 21, 1979 at octored 10:47 A<sub>M</sub>. Klamath Falls, Oregon <u>Klamath</u> <u>By</u> <u>Muncharthartharthartharthartharthartharthart</u></u>		
County of       Klamath       }ss.         Before me. a Notary Public, personally appeared the within named       Terry O. Mathews and         Nancy S. Mathews       his wife, and acknowledged the foregoing instrument to be their voluntar act and deed.         WITNESS by hand and official seal the day and year last above written.       Different act and deed.         WITNESS by hand and official seal the day and year last above written.       Different act act act act act act act act act ac		OWLEDGMENT
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act and deed. WITNESS by hand and official seal the day and year last above written. WITNESS by hand and official seal the day and year last above written. MURTGAGE FROM MORTGAGE FROM TO Department of Veterans' Affairs STATE OF OREGON. County of Klamath sas received and duly recorded by me in Klamath County Records. Book of Mortgages. No. M79 Page 6356, on the 21st day of March, 1979 Un. D. Milne Klamath County Clerk Name Affer recording return to: Klamath Balls, Oregon County Affairs Fee \$6.00 Status Deputy. Med March 21, 1979 Klamath By Sumdhul Affairs Fee \$6.00 Status Deputy. Med March 22, 1979 Klamath By Sumdhul Affairs Fee \$6.00 Status Deputy. Med March 22, 1979 Klamath By Sumdhul Affairs Fee \$6.00		hin named Terry O. Mathews and
WITNESS by hand and official seal the day and year last above written. MULL AND	Nancy S. Mathews his wife,	and acknowledged the foregoing instrument to be their
MORTGAGE MORTGAGE MORTGAGE FROM		
MORTGAGE       LP08409         FROM       TO Department of Veterans' Attairs         STATE OF OREGON.       Ss.         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         County of       County Records, Book of Mortgages.         No. M79       Page 6356, on the 21st day of March, 1979         Washed       March, 1979         Washed       Deputy.         Hed March 21, 1979       at o'clock 10:47 Am.         Klamath       By         March 21, 1979       Ator recording return to:         VEPARTMENT OF VETERANS' AFFAIRS       Fec \$6.00         Stabun, Oregoon 05210       Fec \$6.00         Stabun, Oregoon 05210       IN:         Stabun, Oregoon 05210       IN:	with the by hand and official seal the day and year last	above written.
MORTGAGE       LP08409         FROM       TO Department of Veterans' Attairs         STATE OF OREGON.       Ss.         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         County of       County Records, Book of Mortgages.         No. M79       Page 6356, on the 21st day of March, 1979         Washed       March, 1979         Washed       Deputy.         Hed March 21, 1979       at o'clock 10:47 Am.         Klamath       By         March 21, 1979       Ator recording return to:         VEPARTMENT OF VETERANS' AFFAIRS       Fec \$6.00         Stabun, Oregoon 05210       Fec \$6.00         Stabun, Oregoon 05210       IN:         Stabun, Oregoon 05210       IN:		Kinda Dooro
MORTGAGE       LP08409         FROM       TO Department of Veterans' Attairs         STATE OF OREGON.       Ss.         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         I certify that the within was received and duly recorded by me in       Klamath         County of       Klamath         County of       County Records, Book of Mortgages.         No. M79       Page 6356, on the 21st day of March, 1979         Washed       March, 1979         Washed       Deputy.         Hed March 21, 1979       at o'clock 10:47 Am.         Klamath       By         March 21, 1979       Ator recording return to:         VEPARTMENT OF VETERANS' AFFAIRS       Fec \$6.00         Stabun, Oregoon 05210       Fec \$6.00         Stabun, Oregoon 05210       IN:         Stabun, Oregoon 05210       IN:		Notary Public for Oregon
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FROM		
TO Department of Veterans' Affairs STATE OF OREGON. County of Klamath  ss. I certify that the within was received and duly recorded by me in Klamath County Records. Book of Mortgages. No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk No. M79 Page 6356 on the 21st day of March, 1979 Nn. D. Milne Klamath County Clerk New After recording return to: Departs Explose Dubleme Salam, Oregon 07200 Nn L4 (Rev. 5-71) INC. No. No. No. No. No. No. No. No. No. No	МС	
STATE OF OREGON.       Ss.         County ofKlamath       Ss.         I certify that the within was received and duly recorded by me inKlamath       County Records. Book of Mortgages.         to. M79_Page 6356_ on the 21st day of March, 1979Klamath       County Records. Book of Mortgages.         to. M79_Page 6356_ on the 21st day of March, 1979Klamath       County Records. Book of Mortgages.         to. M79_Page 6356_ on the 21st day of March, 1979Klamath       Deputy.         w       States Addits       Deputy.         uted March 21, 1979Klamath       Deputy.         Med March 21, 1979Klamath       By States Addits         County       Klamath         EPARTMENT OF VETERANS' AFFAIRS       Fee \$6.00         Ganaral Services Huilding       Sales, Oregon \$7210         wm L4 (Rev. 5-71)       (Ni: With March 21)	lOM	L-P08409
I certify that the within was received and duly recorded by me in <u>Klamath</u> County Records. Book of Mortgages. o. <u>M79</u> Page 6356, on the 21st day of March, 1979 <u>Wn. D. Milne Klamath</u> county <u>Clerk</u> <i>Description Alter Clerk</i> Alter recording return to: EPARTMENT OF VETERANS' AFFAIRS <u>General Services Hulling</u> Salem, Oregon 07210 m L-4 (Rev. 5-71)	TATE OF OREGON.	)
o. M79 Page 6356 on the 21st day of March, 1979 Un. D. Milne Klamath county Clerk August Adets Deputy. Med March 21, 1979 at o'clock 10:47 A <sub>M</sub> . Klamat h Falls, Oregon County Klamath By Stanche Adets Deputy. PARTMENT OF VETERANS' AFFAIRS Construction of VETERANS' AFFAIRS Constant Service Hulding Salem, Oregon 07210 Million County (Nillion 1990) Salem, Oregon 07210 Million County (Nillion 1990) Million County (Nillion 1990) County (Ni	County of Klamath	
M79 Page 6356 on the 21st day of March, 1979 Un. D. Milne Klamath county Clerk	I certify that the within was received and duly recorded b	yme in Klamath
y <u>Austha</u> <u>Aquita</u> , <u>Deputy</u> . Ned March 21, 1979 at o'clock 10:47 A <sub>M</sub> . Klaunat h Falls, Oregon <u>county</u> <u>Klamath</u> <u>By</u> <u>Stanecha</u> <u>Aquitain</u> <u>Deputy</u> . EPARTMENT OF VETERANS' AFFAIRS <u>General Services Ruiking</u> <u>Salem, Oregon 97210</u> Fee \$6.00 (N::	M79 Page 6356 on the 21st day March 19	70 the D Million with the state of Mortgages,
Hed March 21, 1979 Klaunat h Falls, Oregon County Klamath After recording return to: EPARTMENT OF VETERANS' AFFAIRS General Service Ruikling Salem, Oregon 97210 rm L-4 (Rev. 5-71) Fee S6.00	Birnschand det D	County Clerk
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County Klamath By Surnschu Artsin Deputy. After recording return to: EPARTMENT OF VETERANS' AFFAIRS Fee \$6.00 General Services Building Salam, Oregon 97310 rm L-4 (Rev. 5-71)	ed March 21, 1979	10:47 A <sub>M.</sub>
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rm L-4 (Rev. 5-71)	County Klamath	By Stancha A Alta A
124 IV. 4Th, KE	County Klamath After recording return to: PARTMENT OF VETERANS' AFFAIRS	i i i i i i i i i i i i i i i i i i i
154 W. JUL, KK	County Klamath After recording return to: PARTMENT OF VETERANS' AFFAIRS Fee Ganaral Service Building Salem, Oregon 97310	\$6.00
	County Klamath After recording return to: PARTMENT OF VETERANS' AFFAIRS Ganaral Service Ruikling Salem, Oregon 97310 n L-4 (Rev. 5-71)	\$6.00

13721

TATE OF OREGON; COUNTY OF KLAMATH, & iled for record SKISSKAAA 3;33 this \_11th day of \_June \_\_\_\_ A. D. 19-79 gr \_\_\_ o'clock M., and \_ on Page\_\_\_\_ 13719 tuty recorded in Vol. \_M\_79\_\_\_, of \_\_\_\_ -MORTGAGES-Wm D. MILNE, County Cler. Elec FEE \$ 9.00



68820

28-5550 DEED OF RECONVEYANCE

The undersigned trustee or successor trustee under that certain trust deed dated. July 8th ..., 1973.,

executed and delivered by Francis H. Saunders and JoAnne L. LSaunders and recorded on

August 8 19.73, in book. M73 at page 10402 of the Mortgage Records of

Klamath County, Oregon, conveying real property situated in said county described as follows:

Lot Twenty Two (22), Block Seventeen (17), Second addition to River Pine Estates, Klamath County, Oregon according to the official plat thereof on file with the County Clerk of Klamath County and Subject to the Building and Use Restrictions appurtenant thereto and on file in Volume M-72 at page 6815 Deed Records.

having received from the beneficiary or beneficiaries under said trust deed a written request to reconvey said premises, reciting that the obligation secured by said trust deed has been fully paid and performed, does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in said premises.

IN WITNESS WHEREOF, the undersigned trustee has caused its corporate name be signed hereunder by с. Цо its officers duly authorized thereunto by order of its Board of Directors.

