	1714-6-1		Vol an -
(*************************************			Vol. 79_Page_22354
THE MORTGAGOR,	HARLES ALBERT	GUFFEY) JR.	

contain. THURSEN

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow-

Lot 2, Block 4, Tract No. 1091, LYNNEWOOD, in the County of Klamath, State of Oregon.

1179 22354 and 19th and 0 September, 1979 Ma. D. Milne Klasath Clerk

Bill Commission excition

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9月1日至19月1日

1 States

together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, overs, 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 _______ Eight Thousand and no/100------ Dollars

(\$ 58,000,00-manny, and interest thereon, evidenced by the following promissory note:

I promise to pa	to the STATE OF OREGON Fifty Eight Thousand and no/100
	Dollars (\$ 58,000,00,00,00,00, with interest from the date of
different interest rate	to the STATE OF OREGON
<u>s 344.00</u> 1st of each n	nonthe
successive year on th and advances shall b	e premises described in the mortgage, and continuing until the full amount of the principal, intere fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the the last payment shall be on or before <u>November 1, 2009</u>
To the event of	transfer of ownership of the premises or any part thereof, I will continue to be liable for payment ar w interest as prescribed by ORS 407.070 from date of such transfer.
This note is sec	ured by a mortgage, the terms of which are made a part hereof.
이 같이 아파 물건을 들고 있다. 이 가 있는	th Falls, Oregon CHARLES ALBERT GUFFER, OR.
Septeml	er
ಕ್ಷಣಕ್ರಮ ಕಾರ್ಯಕ್ರಮ ಕ್ಷಮ್ಮ ಸಂಗಿದ್ದ ಸಂಗಿದ್ದ ಮಿ. ಕ್ಷಣಗಳು ಮತ್ತು ಮಾಡಿದ್ದಾರೆ ಮಾಡಿದ್ದಾರೆ. ಕ್ಷಣಕ್ರಮ ಕ್ಷಮ್ಮ ಮಾಡಿದ್ದಾರೆ ಮಾಡಿದ್ದಾರೆ.	na stan de 2. de juni - sub 2. la persona a construir e a construir e construir da de se a la serie de series a 2. de juni - se a construir de sub construir da construir da de sub series de series de series de series de ser

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

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:
- 1. To pay all debts and moneys secured hereby;
- 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 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;
- 5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
- 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: the second s 6.
- 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 insurance shall be kept in force by the mortgage in case of foreclosure until the period of redemption expires; *

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

The mortgage may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures shall not be the mortgage or the note shall are the note shall be immediately repayable by the mortgagor without draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without draw interest at the rate provided by this mortgage. Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes, there 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 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 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 as 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. The masculine shall be deemed to include the feminine, and the singular, the plural where such connotations are in.

WORDS: The applicable herein.

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CHARLES ALBERT GUFFEY, fr. (Seal)

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STATE OF OREGON. County of _____KLAMATH

Before me, a Notary Public, personally appeared the within named <u>Charles Albert Guffey, Jr.</u> ..., his wife, and acknowledged the foregoing instrument to be <u>his</u> voluntary

act and deed.

WITNESS by hand and official seal the day and year last above written. Mancy Month Notary Public for Oregon

G. NOTARY UDLIC 0 - 6

MORTGAGE

L- P21687

(Seal)

(Seal)

61.54-63

TO Department of Veterans' Affairs

My Commission expires _____2-20-82

영화율라

Deputy

FROM STATE OF OREGON.

Bv

County ofKlamath

Page 22354 on the 19th day of September, 1979 Wn. D. Milne Klamath County Dèputy.

No. M79 Statich

<u> 1988</u>

Dernetha September 19; 1979 Bank Bin o'clock 3:09 P.M. By Burnethand Betoch Klamath Falls; Oregon

Filed Klamath County

Form L-4 (Rev. 5-71)

Fee \$7.00 After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem, Oregon 97310 HOLE VID HOUSE