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		JULIUS S.						
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		REGON, represen				ffairs, pursua	nt to ORS 407	.030, the follow
cribed re	al property loca	ated in the State	of Oregon and C	ounty ofKl	amath			

Lot 7, Block 18, Tract No. 1127, NINTH ADDITION TO SUNSET VILLAGE, in the County of Klamath, State of Oregon.

No. H79. Pose 22392or ine 20th day of September.1979 NM.D.MILNE Klimath ... Clerk

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together with the tenements, hereditaments, 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 Seven Thousand Two Hundred and no/100------ Dollars

(\$ 7,200.00----), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Forty Two Thousand Five Hundred and no/100----- Dollars (\$42,500.007 Detected one of the following promissory note:

 $C_{\rm c}^{\rm opt}/1$ promise to pay/to the STATE OF OREGON:

Forty Nine Thousand Seven Hundred and no/100-E-----Dollars (\$49,700.00----). with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 management percent per annum. interest from the date of initial disbursement by the State of Oregon, at the rate of ______ percent percent per annum.

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: \$.295.00 and on or before December 1, 1979 and and \$295,00 on the 1st of each month------ thereatter, plus one-twelfth of-----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 due date of the last payment shall be on or before .November 1, 2009 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.

Dated at Klamath Falls, Oregon 19.79 September

JULAUS S. HOL Amey HOLME NANCY E

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និងអន់មន The mortgagor 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 March. 22, 1979, and recorded in Book M-79, page 6515, Mortgage Records for Klamath

County, Oregon, which was given to secure the payment of a note in the amount of \$ 42,500,00, and this mortgage is also given as security for an additional advance in the amount of \$.7,200.00, 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.

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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 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; a same to saturd the parties hereto; a saturd to saturd the saturd to be a saturd to be accordance with any agreement made between the parties hereto; a saturd to be a s

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; ्रिस्ट्रेट विवर्टियोज्य ज जन्म स्ट्रांस्टर रियान क Not to permit any tax; assessment, lien; or encumbrance to exist at any time; taxing the second secon

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;

T. 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 policies 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;

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auni sila britang of source fluor expraneand damages received under right of eminent domain, or for any security volume 2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

9. Not to lease or rent the premises, of any part of same, without written consent of the mortgages;
 10. To promptly notify mortgage in writing of a transfer of ownership of the premises or any part or interest in same, and to all payments due from the date of transfer, to the mortgage; a purchaser shall pay interest as prescribed by ORS 407.00 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 effect.
 The mortgage is a provided in the interment of an attorney, to secure compliance, with the terms of the mortgage or the not gage.
 Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes there in for all covenants or agreements herein contained or the expenditure of any portion of the loan for purposes at the option of the mortgage to exceed by written permission of the mortgage give mortgage give mortgage give before the expenditure is made.
 Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes shall cause the entre in debideness at the option of the mortgage to become immediately due and payable without notice and this breach of the mortgage to exercise any options herein set forth will not constitute a waiver of any right arising from a transfer in the secure of any right arising from a secure of any sign for a secure shall be limited for 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

Incurred in consection with such foreclosure. Incurred in connection with such foreclosure. Up the search of any cover of the mortgages, the mortgages shall have the right to enter the premises, take possession, collect the rents, issues and provide an apply same. Is the mortgage shall have the right to enter the premises, take possession. 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 or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of Article XI-A of the Oregon applicable herein.

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County of	<u>Klamath</u>	S5.
I certify that the	within was received and duly recorded	
M7.9 Page 223	92on the 20th	t by me in <u>Klamath</u> er.1979 M. D. Marten
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