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## 6-20005-9 NOTE AND MORTGAGE

Vol. 11 Page 23500

THE MORTGAGOR.

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FREDERICK A. SCHUMANN, JR. and MOTOKO SCHUMANN, Hu mortgages to the STATE OF OREGON; represented and acting by the Director of Veterans' Affairs, pursuant ing described real property located in the State of Oregon and Country or Klamath	
ing described real property located in the State of Oregon and County of Klamath	

The  $W_2^1$  Lot 4 and the North 5 feet of the West 89 feet of Lot 5, Block 35, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. September, 1979 Fil. 9. MINE Elecated 

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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, coverings, built-in stoves, ovens, electric sinks, at conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter 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 Twenty Eight Thousand Five Hundred and nc/:00---- Dollars

(\$28,500,00 and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON TWENTY	Eight Thousand Five Hundred and no/100
different interest rate is established pursuant to ORS 407.072, p. States at the office of the Director of Veterans' Affairs in Sale	m. Oregon, as follows:
s 182,00 on or before December 1, 1st of each month thereafter, plus One-t	1979and \$182,00 on the
and advances shall be fully paid, such payments to be applied	d continuing until the full amount of the principal, interest first as interest on the unpaid balance, the remainder on the
The due date of the last payment shall be on or before	November 1 2004
the balance shall draw interest as prescribed by ORS 407.070 fr	any part thereof, I will continue to be liable for payment and
This note is secured by a mortgage, the terms of which	ire made/a part hereof/
Dated at Klamath Falls, Oregon	Tredered A & Shire 1
On this 27 day of Sept. 1979	FREDERICK A. SCHUMANN, JR.
	MOTOKO SCHUMANN

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;
- 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 made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;

yang sakapadan ang katalah.

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 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 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.

용면 나는 내용하면 하는 이 문에는 이 사람이 되었다. 그리고 아이를 하는 사람들이 되었다.	이 물건이 그는 일을 하는 것이 그림 그들은 경기에 가지를 하게 되면 하는 것을 하는 것이 가는 것을 모르는 것이 없다.
	했다. 현대의 동네 1000 1000 1000 1000 1000 1000 1000 1
	[경우] 전 경영교육 : 경우로 10일이 경이 (10일이 기) - [경우 20일 경우 20일 경우 12일이 기기
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	ve set their hands and seals this 27 day of September 19 79
IN WITNESS WHEREOF, The mortgagors have	re set their hands and seals this day of day of
물리 보면 잃을 된 그를 받아 보고있다. 호텔회	Frederick A Schungen H (Scal)
	FREDERICK A. SCHUMANN, JR. (Seal)
최 강한 일반을 보면 한 등 하는데 보았다.	(Seal)
로 보고하는 150kg 1일 하는 100kg - 100kg - 100kg 150kg 150kg 되고 하는 150kg 15	motoka Ichumann (Seal)
	MOTOKO SCHUMANN (Seal)
්රීලාම යුත්ර වෙන ගිනිවා. ම් විවාහ මේ නොගේ සංවර්ධ විසර විසර වෙන වෙන වෙන ගැනිවෙන මෙන වෙන සංවර්ධ වෙන වෙන වෙන වෙන වෙන සංවර්ධ වෙන මෙන මෙන වෙන වෙන සිටිම	ACKNOWLEDGMENT
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STATE OF OREGON.	
County of Klamath	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
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Before me, a Notary Public, personally appear	ed the within named Frederick A. Schumann, Jr. and
클리 생생님은 인생하다 등에 어느 되어 가면 봤어 있었다는 이 모든 것이다. 그는 것	하는 하하다 하다를 다 나는를 모여 모든 것들이 다시 아니라 생생님은 모든 하는 사고 있다. 그 그 아픈 모든 사고 있는 나는 아니다.
Motoko Schumann	his wife, and acknowledged the foregoing instrument to be their voluntary
act and deed.	지근길 이렇게 되었다. 경우 이렇게 되는 그들은 일이 없는 것이 되는 것이 없다.
WITNESS by hand and official seal the day and	d year last above written
	Dusan ( Jake
PER PUBLICAS	Notaty Public for Oregula
공사하는 맛이 많이 되는 사람들은 모두 모두	
	My Commission expires
	항상품 여행 동물화이 하다 회사를 가내면 하다면 하는 것이다고 있다.
	MORTGAGE
존개시 개발 중에 그리는 아이 그들은 화학으로	r P21852
<u>근 이 본 경기를 하고 있다. 이 시간 등 하는 일본</u>	TO Department of Veterans' Affairs
FROM	프로그램 그들은 시스트를 가는 것 않는 그리고 를 하지 않는데 그렇게 하나 다
STATE OF OREGON,	기사
County of Klamath	<del>스크루트 (프스</del> 트) 전설수 하셨습니다. 그런 글리아 아이트 프로그램 프리스
홍하하다하는 고양하고 얼마하는 글놀로 얼마를	Klamath County Desired Book of Mortinger
	y recorded by me in angionamicanian county records, book of morkages.
м79 _ 23000 28th	September,1979 WM. D. MILNE Klamath Clerk
No. Page on the day of	
. Simetha Abolora	Deputy.
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Filed September 28, 1979	at o'clock minimum M.
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County Klamath	By Diniboo Deputy.
After recording return to:	Fee \$7.00
DEPARTMENT OF VETERANS' AFFAIRS General Services Building	김대통물 소설들과 장악은 바쁜 경소의 가지가 되었다면 보다 그리고 보다 하다고 그녀?
Salem, Oregon 97310 .	

Form L-4 (Rev. 5-71)