

THE MORTGAGOR, WILLIAM JACOB MARTENS and ELAINE MARIE MARTENS, husband
and wife,

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath:

Lot 19, Block 4, FIRST ADDITION TO BANYON PARK, Tract No. 1087, in the County of Klamath, State of Oregon.

SECRET

STATION

CONFIDENTIAL

STATE OF OHIO

ELON

NOBLEVEFF

550

УД. СОЦИАЛИСТИЧЕСКАЯ

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-in tile, gums and floor coverings, built-in stoves, ovens, 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 thereon; hereafter planted or growing thereon; and 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 Seventeen Thousand Six Hundred Thirty Four and no/100 Dollars

owing of Twenty Two Thousand One Hundred Sixty and 94/100 Dollars (\$22,160.94) evidenced by the following promissory note:

CC-51 I promise to pay to the STATE OF OREGON:

Thirty Nine Thousand Seven Hundred Ninety Four and 94/100 Dollars (\$ 39,794.94) with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum.

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 _____ Dollars (\$ _____), with
until such time as a different interest rate is established pursuant to ORS 407.072, _____ 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: \$ 237.00-----

the ad valorem taxes for each successive year, beginning with the year 1980, shall be \$237.00 on the 1st of each month on or before January 1, 1980, and thereafter, plus one-twelfth of _____ and

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.

15 The due date of the last payment shall be _____.

The due date of the last payment shall be on or before December 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 that shall be recorded in the public records of the county of Clatsop, Oregon.

Dated at Klamath Falls, Oregon _____

Dated at Klamath Falls, Oregon

October 70

October 1979

[illegible]

СРЕДНОЕ ПЕРСОНАЛЬНОЕ

INVESTIGATION OF THE

The mortgagor or subsequent owner may pay all or any part of the principal of the loan at any time.

This mortgage is given to all of the above named persons

This mortgage is given in conjunction with, and supplemental

Oregon, dated October 6, 1975

and recorded in Book _____

County, Oregon, which was given to secure the payment of a note

the member of such committee of the board of directors

security for an additional advance in the amount of \$17,630.

previous note, and the new note is evidence of the entire indebtedness.

The mortgagor covenants that:

n encumbrance, that he will warrant and defend same forever.

enant shall not be extinguished by foreclosure, but shall run w

TO MORTGAGOR, FURTHER COVENANTS AND

DEBENTURE TO GIVE OF THE COVENANTS AND AGREES:

to pay all debts and moneys secured hereby;

8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain or for any security volume
9. Not to lease or rent the premises or any part of same, without written consent of the mortgagee.
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 in the event of a default.
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.

OGROPEL 30 1979

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 30 day of October 1979

\$31.00 ON THE 1st OF SEPTEMBER 1979

WILLIAM JACOB MARTENS (Seal)

ELAINE MARIE MARTENS (Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named WILLIAM JACOB MARTENS and
ELAINE MARIE MARTENS
his wife and acknowledged to the foregoing instrument to be the voluntary
act and deed.

WITNESS my hand and official seal the day and year last above written.

Susan Kay Way (Seal)

Notary Public for Oregon

My commission expires 6/1/79

My Commission expires

MORTGAGE

FROM TO Department of Veterans Affairs L- P23536

STATE OF OREGON

County of Klamath

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No M79 Page 25603 on the 30th day of October 1979 WM. D. MILNE Klamath County Clerk

By Bernice Whitlock Deputy

Filed October 30, 1979 at 3:27 P.M.

Klamath Falls, Oregon

County Klamath

By Bernice Whitlock Deputy

After recording return to:
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon 97310

Fee \$7.00