

Daniel L. Myers and Patricia L. Myers,

75-55743

STUDY OBJECTIVE

MR. D. WILLIE KINGSLEY

STATE OF OREGON

LIOP

WOKLEYEE

REF. COMMUNICATION 6321462

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 11-14-2013 BY 60322 UCBAW/STP

957 966 9661

БЕРЕСТЯ Г. ИДЕН

THESE ME 3 MONTHS EARLY DELIVERED ADDRESS FOR JAMES BROWN

DAUGHERTY, P. WHEEL

COLUMBIA UNIVERSITY LIBRARY

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, 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 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 Thirty Two Thousand Six Hundred Sixteen and no/100 Dollars

(\$32,616.00), and interest thereon, evidenced by the following promissory note:

NY 11767-11785

I promise to pay to the STATE OF OREGON Thirty Two Thousand Six Hundred Sixteen and
no/100 Dollars (\$ 32,616.00), with interest from the date of
initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum until such time as a
different interest rate is established pursuant to ORS 407.072, 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:

\$199.00 on or before January 1, 1980 and \$199.00 on the 1st of each month thereafter, 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before December 1, 2007

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 this 20th day of June, 1968. Daniel Myers

Patricia L. Myers

Patricia L. Myers

[illegible]

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 not encumbered, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and no person shall not be extinguished by foreclosure but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES: PERFORMANCE OF THE MORTGAGOR'S OBLIGATIONS UNDER THIS MORTGAGE AGREEMENT IS SUBJECT TO THE MORTGAGOR'S COMPLIANCE WITH THE FOLLOWING COVENANTS AND AGREEMENTS:

To pay all debts and moneys secured hereby;

Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolition of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete, if any construction within a reasonable time accordance with any agreement made between the parties hereto; holding same in reversion or in fee and in maintenance

3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;

Not to permit any tax, assessment, lien, or encumbrance to exist at any time;

3. Mortgagor is authorized to pay all real property taxes assessed against the premises and add same to the principal, each advance 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 company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all

Insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

[illegible]

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1. The mortgagee shall have the right to foreclose in case of default of the mortgagor, and the mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

2. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

3. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

4. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

5. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

6. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

7. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

8. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

9. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

10. The mortgagor shall be bound to pay the interest and principal of the loan as provided in the mortgage.

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.

The date of the first payment shall be on or before the 1st day of October, 1979.

The amount of the first payment shall be \$100.00.

The amount of the second payment shall be \$100.00.

The amount of the third payment shall be \$100.00.

The amount of the fourth payment shall be \$100.00.

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The amount of the thirteenth payment shall be \$100.00.

The amount of the fourteenth payment shall be \$100.00.

The amount of the fifteenth payment shall be \$100.00.

The amount of the sixteenth payment shall be \$100.00.

The amount of the seventeenth payment shall be \$100.00.

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The amount of the nineteenth payment shall be \$100.00.

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