

77289

DEPARTMENT OF VETERANS AFFAIRS
UNITED STATES OF AMERICA
VIA THE MORTGAGOR

DARYL POLLEY and CONNIE POLLEY, 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 9, Block 13, Tract No. 1105, FOURTH ADDITION TO CYPRESS VILLA, in the County of Klamath, State of Oregon.

to secure the payment of Fifty Thousand and no/100 (\$50,000.00) Dollars, and interest thereon, evidenced by the following promissory note:

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27461

secured by this mortgage, and all such expenditures shall be immediately repayable by the mortgagor without 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 this 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 mortgagor to exercise any options herein set forth will not constitute a waiver of any right arising from the breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for all costs and charges and damages of any kind or kindred incurred in connection with such foreclosure.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereof. The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the case of plural or masculine singular nouns, the singular and plural forms shall be used as appropriate. In the case of feminine singular nouns, the singular form shall be used. In the case of plural or masculine singular nouns, the singular and plural forms shall be used as appropriate. In the case of feminine singular nouns, the singular form shall be used.

[illegible]

_____ have set their hands and seals this 24 day of November 1979
 I promise to pay to the order of CHECON \$ 20,000.00

20.000.00- (Seal)

(Seal)

[illegible]

Connie Polley, his wife, and acknowledged the foregoing instrument to be their voluntary deed.

WITNESS by hand and official seal of the within named Daryl Polley and

Notary Public for Oregon

My Commission expires

MORTGAGE

STATE OF OREGON, TO Department of Veterans' Affairs L- P26006
County of Klamath } ss.

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, M79 Page 27460 on the 26th day of November, 1979

By Bernard J. Block Deputy, Book of Mortgages,
County CLATSOP Clerk

Klamath Falls, OR at o'clock P.M. of
 County Klamath

DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon 97310