En la la segura de l Viiii r.1, just - **7**9338 M NOTE AND MORTGAGE Vol. <u>80</u> Page HASE 20 PASE-810 DEEVICE CHARLES THOMAS CLARDY and ROXANNA D. CLARDY, Husband and Wife morigages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow-Ende ing described real property located in the State of Oregon and County of Klamath 2 Lot 55 of LAMRON HOMES) together with a strip of land 15 feet wide adjacent to and parallel with the South boundary of said lot, in the County of Klamath, 20) correct that the wanter was received and duly received by one in . Comparison of an international states and Klapath Construct KLamath STATE OF CRECON. ENON "TO Department of Veterane" Atlants 578988 NORTGAGE 12 Counterport cylines distriesd by hand and official wat the cay and year last above written nei and deal , his with the action latted the foregoing any there are Roxanna D. Clardy DESTER P the loca was a partack septime becaused a abbeating the when it makes Charles Thomas Clardy and Convil e. KIADUCO together with the tenements, heriditaments, rights, privilegs, and appurtenances including roads and easements used in connection 21 'L with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing coverings, built-in stoves, over, 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 flems, '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 Fifty Thousand and no//100-10-Dollars (\$ 50,000.00----), and interest thereon, evidenced by the following promissory note: ي. ورية CHANLES THOMAS CLARDY I promise to pay to the STATE OF OREGON Fifty Thousand and no/100----Dollars (\$.50,000.00------), with interest from the date of ----\$297.00------mnd s 297,00 on the _____ lst of every 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 February 1, 2010------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. e ódát Dated at Klamath Falls, Oregon 97601. (Marles Illonas CHARLES THOMAS CLARDY On this 12 day of January 13 80 (2 Marina D. ROXÁNNA D. CLARDY NATE OF A 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 free free 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. The monotrive bay, Stongers of Providence of Theorem 1, Stongers of the stonger of the stonger of the stonger of the stongers Default loss state of the construction of the state of th 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; and the same in the parties hereto; accordance of the same in the same in the parties hereto; and the same in t 3. Not to permit the cutting or removal of any timber except for his own domestic use: not to commit or suffer any waste; 11/1/4. 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; 6. Morigagee 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: 7. 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 made payable to the mortgage; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

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	the property and the product of the Second S
unit in the normality in the second s	s received under right of eminent domain, or for any security volun- nout written consent of the mortgagee;
and damages	
and the state of the premises, or and the state and the	the of the premises interest as prescribe and offect.
o promptly notify mortgagee in writing of a transfer of O	nout written consent of the mortgagee; whership of the premises or any part or interest in same, and to gee: a purchaser shall pay interest as prescribed by ORS 407.070 on geets this mortgage shall remain in full force and effect. protects this mortgage shall remain in full force and all expenditures mortgagor, perform same in whole or in part and all expenditures shall be immediately repayable by the mortgagor without
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In case foreclosure is commenced, use more than the second	mortgagee shall have the right to enter the present of the mortgagee shall have the indebtedness and the mortgagee shall mable costs of collection, upon the indebtedness and the mortgagee shall
Upon the breach of any covenant apply same, less reast the rents, issues and profits and apply same to collect same ct, the rents to the appointment of a receiver to collect same	liable for the cost of a title search, determined mortgagee shall have the right to enter the premises, take possession, mable costs of collection, upon the indebtedness and the mortgagee shall be binding upon the heirs, executors, administrators, successors and the provisions of Article XI-A of the Oregon regulations, which have been and the provisions of ORS 407.020.
The covenants and, agreements herein shall extern to an menor the respective parties hereto.	d mortgage are subject to the provisions of Article Alfa have been d mortgage thereto and the provisions of ORS 407.020.
It is distinctly understood and agreed that subsequent am It is distinctly 10 407.210 and any subsequent am	is' Affairs pursuant to the personal where such connotations are
words: The masculine shall be deemed to include the plicable herein: (1) (16 - 100 -	Contention of the second state of the second s
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IN WITNESS WHEREOF, The mortgagors have been	(harks Annas Clardey (seal)
	CHARLES THOMAS CLARDY (Seal)
	Province & Clerky (Seal)
(19,000,0)	(Logarina CLARDY
to show the interest of Sites appendix	ROXANNA-D. CLARDY
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County of <u>Recommendation</u>	he within named <u>Charles Thomas Clardy and</u> s wife, and acknowledged the foregoing instrument to be <u>their</u> voluntary
Before me, a Notary Function F	he within named <u>GRAITECO</u> s wife, and acknowledged the foregoing instrument to be <u>their</u> voluntary
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	TO Department of Veterans' Affairs
FROM	TO Department of Veterans' Affairs
STATE OF OREGON, Klamath	TO Department of Veterans' Affairs
STATE OF OREGON, Klamath	TO Department of Veterans' Affairs
STATE OF OREGON. County of <u>Klamath</u> I certify that the within was received and du	TO Department of Veterans' Affairs }ss. Ny recorded by me in
STATE OF OREGON. County of <u>Klamath</u> I certify that the within was received and du No. <u>M80</u> Page 810 on the 15th day of .	TO Department of Veterans' Affairs
STATE OF OREGON. County of <u>Klamath</u> I certify that the within was received and du No. <u>M80:</u> Page <u>810</u> , on the <u>15th</u> day of <u>Litth</u> day	TO Department of Veterans' Affairs
STATE OF OREGON. County of	TO Department of Veterans' Affairs
STATE OF OREGON. County of <u>Klamath</u> I certify that the within was received and du No. <u>N30</u> Page 810, on the <u>15th</u> day of . By <u>Sunstlia</u> <u>Hauary</u> 15, a 1980 <u>Filed</u> <u>Klamath</u> Falls, Coregon County IVST Klamath, Fy2 CINYS	TO Department of Veterans' Affairs }ss. ly recorded by mo in <u>Klamath</u> County Records. Book of Mortge January, 1980 WM. D. NILNE Klamathouty Clerk January in Clerk at o'clock 0: 24(-A''') at o'clock 0: 24(-A''') Deputy Fee \$7.00
STATE OF OREGON. County of <u>Klamath</u> I certify that the within was received and du No. <u>M80:</u> Page <u>810</u> , on the <u>15th</u> day of <u>Litth</u> day	TO Department of Veterans' Affairs

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Form L-4 <u>, 10000</u>