38-20774-8-0 Vol. M80Page ---79419 2010 1000 1000 NOTE AND MORTGAGE DELYMATEN OL ALLEY TANDA TAMES F. BARTOW Const. mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow ing described real property located in the State of Oregon and County of \_\_\_\_\_Klamath 1 No excert a sime 1988 A portion of the SW4SW4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at a point 950 feet North of the Southwest corner of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running East 119 feet; thence North 100 feet; thence West 119 feet; thence South 100 feet to the point of beginning. - EXCEPTING THEREFROM the Westerly 30 feet of the above described property conveyed to Klamath County for road purposes. AND A parcel of land situated in the SW¼ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the intersection of the Easterly line of Summers Lane with the South line of said Section 2; thence North 0° 04' West along the Easterly line of Summers Lane a distance of 30 feet; thence South 89° 32' East parallel with the South line of said Section 2 a distance of 208 feet; thence North 0° 045 West parallel with the Easterly line of Summers Lane a distance of 920 feet; thence North 89° 32' West parallel with the South line of said Section 2 a distance of 119 feet to a one-half inch iron pin marking the true point of beginning of this description; thence North 0° 04' West parallel with the Easterly line of Summers Lane a distance of 100 feet to a one-half inch iron pin; thence South 89° 32' East parallel

with the South line of said Section 2 a distance of 35 feet; thence South 0° 04' East parallel with the Easterly line of Summers Lane a distance of 100 feet; thence North 89° 32' West parallel with the South line of said Section 2 a distance of 35 feet to the true point of beginning.

	I promise to pay to the STATE OF OREGON Thirty Seven Thousand Six Hundred Thirty Seven and no/100
	different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the Unite States at the office of the Director of Veterans' Affairs in Salem Oragon as follows:
	s 230.00
蕸	thereafter, plus one-twelfth of and set on the
	successive year on the premises described in the mortgage, and continuing until the full amount of the principal, intere and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the
8	The due date of the last payment shall be on or before. February 1, 2008
	In the event of transfer of ownership of the premises or any part thereof. I will continue to be liable for payment an the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.
	Dated at Klamath Falls
	TARES F. BARTOW
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	an um breach es au concrett et me montpace. He consideres shut have the right to entropic in considered and broke and route spit sume, less it non able each of believing apon for subface of a must to the aponisingut of a receive, in collect affect.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage sam from encumbrance, that he will warrant and defend same forever against the claims and demands of all covenant shall not be extinguished by foreclosure, but shall run with the land. e, that the premises are free persons whomsoever, and this

MORTGAGOR FURTHER COVENANTS AND AGREES 15.04  $\{ i \}_{i \in I}$ 

1. To pay all debts and moneys secured hereby;

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2. Not to permit the buildings to become vacant or unoccupied not to permit the removal or demolishment of any buildings or im-provements now or hereafter existing: to keep same in good repair to complete all construction within a reasonable time in the parties hereto; and 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.

6. 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; in i

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

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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, with the premises; electric wiring and fixtures; furnace and heating system, such shutters; cabinets, built-ins, linoleums and floor ventilating, water and irrigating system; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stores, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter coverings, built-in stores, 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 thercon; and any installed in or on the premises; and any shrubbery (flora, or timber, now/growing or hereafter planted or growing thercon; and any installed in or on the premises; and any shrubbery (flora, or timber), now/growing or hereafter planted or growing thercon; and any installed in or on the premises; and any shrubbery (flora, or timber), now/growing or hereafter planted to be appurtenant to the 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 replacements of any one or more of the mortgaged property; 1415000 FP

to secure the payment of Thirty Seven Thousand Six Hundred Thirty Seven and no/100--Dollars

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(\$ 37,637.00----, and interest thereon, evidenced by the following promissory note:

	and the Last	사람은 감독하는 것을 가지 않는다. 1999년 - 1999년 - 1999년 1999년 - 1999년 -
	Thirty Seven Thousand Six Hundred	1 Thirty
I Set	I promise to pay to the STATE OF OREGON	from the date of
initial differe	tial disbursement by the State of Oregon, at the rate of <u>5500</u> percent per antum and the stabilished pursuant to ORS 407.072, principal and interest to be paid in lawful m therent interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful m	oney of the United
States	March 1, 1980and s230	.00 on the
\$	ates at the office of the Director of Veteralis Annual and a second seco	rem taxes for each
succes	ceessive year on the premises described in the mortgage, and continuing until the unpaid balance, the	e remainder on the
princi	Ind advances shall be fully paid, such payments to be on or before February 1, 2008	
		le for payment and
the h	e balance shall draw interest as presented by a finite state the state of the	그렇지 않는 것 같이 많이 많이 없다.
0802 J 4 666 6	This note is secured by a mortgage, the terms of which are made a part hereof ated at Klamath Falls June Town How F. BARTOW	
Dated	ated at Klamath Falls	
er sseere al constant	of anuary ) Steens with even of and pe 180 as near the reak cases are same	
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The mortgagor or subsequent owner, may, pay all on 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 5184

1. To pay all debts and moneys secured hereby:

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Not to permit the buildings to become vacant or unoccupled; 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 to be accordance.

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 of 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;

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 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;

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and and will be secure to the montages and herein the montages to be and montal the second secure of the second secure of the montages of the	all payments due from the date of transfer; in all other respects this m The mortgagee may, at his option, in case of default of the mortgagor, r	aser shall pay interest as prescribed by ORS 407.070 on ortgage, shall remain in full force and effect.
The definition of an investigate for searched with opposing particule meriding used in the control of a time search atterney fees, and all other cash atterney fees atterney fees, and all other cash atterney fees and atterney fees attern	nand and shall be secured by this mortgage.	be initialities replying by the mortgagor without
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<pre>Def Provide Notes of all profiles on the provide of the index of the links to entry the provide the index of the inde</pre>	The failure of the mortgagee to exercise any options herein set forth w ach of the covenants.	ll not, constitute a waiver of any right arising from a .
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Before me, a Notary Public, personally appeared the within named	ACKNOWLEDGME	Marana ang kanalaran katalar Ang kanalaran da katalar Ang kanalaran da katalar
Before me, a Notary Public, personally appeared the within named       James F. Bartow         and deed.	ATE OP ORECON, Har state state or trinted or the ore frequent of the transmission of transmission	a grageni den en statuen en e
and deed WITNESS by hand and official seal the day and year last above written. WITNESS by hand and official seal the day and year last above written. DONNA K. RICK NOIARY PUBLIC ORECON MY Commission expires MORTGAGE  M Commission expires MORTGAGE  L_P29234  TO Department of Veterans' Affairs TE OF OREGON. County of Klamath Ss. I certify that the within was received and duly recorded by me in Klamath County Martine State of County 1980 County Martine Deputy. A January 16, 1980 <sup>TH RECORD</sup> B Acgueline Marthematics Deputy After recording return to: After rec		James F. Bartow
and deed WITNESS by hand and official seal the day and year last above written.  WITNESS by hand and official seal the day and year last above written.  DONNA K. RICK NDIARY PUBLIC ORECON.  My Commission expires  My Commission expire  My Commission expires  My Commission expires  My Commission exp	his wife, and acknowledge	d the foregoing instrument to be his voluntary
MORTGAGE My Commission Expires	and deed.	
My Commission expires         My Commission expires         MortGAGE         M	willess by hand and oricial seal the day and year last above written.	DONNA K. RICK
MORTGAGE  LP29234  TO Department of Veterans' Atfairs  TE OF OREGON, County of Klamath Ss.  County of Klamath Ss.  L county as received and duly recorded by me in Klamath County Records, Book of Mortgages, M-80 page 932, on the 16th day of January 1980 County Matthew Deputy.  A January 16, 1980 Deputy.  After recording return to: County Bo Acquellance Matthew, Deputy.  After recording return to: County Fee \$10,50		MOTARY PUBLIC-ORECOV
M	My Commiss	lon expires
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TE OF OREGON, County of <u>Klamath</u> } <sup>ss.</sup> I certify that the within was received and duly recorded by me in <u>Klamath</u> County Records, Book of Mortgages, <u>M-80 Page 932</u> , on the 16th day of January 1980 <u>County Klamath</u> <i>Jacquelune</i> <u>Metter</u> Deputy. d January 16, 1980 is the state of the		L29234
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M-80 <sub>Page</sub> 932 on the 16th day of January 1980 <i>Jacquelune</i> Metlee Deputy a January 16, 1980 <u>County</u> Bacquelune Metlee Deputy After recording return to: After recording return to: PARTMENT OF VETERANS' AFFAIRS Fee \$10:50	County of Klamath	
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ARTMENT OF VETERANS' AFFAIRS	CountyBy A.C.	<u> ueline J. Metlec</u> , Deputy.
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