NOTE AND MORTGAGE VOI. MED Page 39,76

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The same of the sa 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 783 in Block 105, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. County incords, hope of deligation received and duly recorded by his m. Malaucil.

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TO Department of Veterons, Attairs

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MORTGAGE

My Commission expires

..... his wife, and defenowledged the foregoing mistrament to be Billy

RIVERS by bond raid official real the day and year last above written.

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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, 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, dor, timber; how/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 Four Thousand Two Hundred and no/100---____Dollars

(\$34,200.00----), and interest thereon, evidenced by the following promissory note:

_	
	I promise to pay to the STATE OF OREGON Thirty Four Thousand Two Hundred and no/100
	initial disbursement by the State of Oregon, at the rate of
	\$ 209.00 on the
	15th of every month thereafter, plus one-twellth of the mean value of the mean v
	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 March 15, 2008———————————————————————————————————
	The due date of the last payment shall be on or before ARLACH AND THE SHALL AS A PART OF THE PART OF T
	In the event of transfer of ownership of the premises or any part thereof, I will continue to be have to payment the believe that the believe chall draw interest as prescribed by ORS 407.070 from date of such transfer.
nii L	This note is secured by a mortgage, the terms of which are made a part hereof. Dated at Klamath Falls, Oregon Mitchell Byrd
Ċ	Dated at Klamath Fails, Oregon Mitchell Byrd
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The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty, are say that the loan at any time without penalty, are say that 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. ant shall not be extinguished by foreclosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES:

- 1. To pay all debts and moneys secured hereby;
- 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;
- 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;
- 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 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 forcelosure until the period of redemption expires;

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- manages and persons again the self-in teres property in the of the constraint of the following self-in teres property in the constraint and the self-in the se tarily released, same to be applied upon the indeptedness;

 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 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 premise of the 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 doing including the employment of, an attorney to, secure compliance with the terms of the mortgage or the mote 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 shall cause the entire indebtedness at the option of the mortgagee given before the expenditure is made, and this and the support of the covenants or agreements herein contained or the mortgagee given before the expenditure is made, and this

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