	21502-8-1) Vol. 80 Page 987
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THE MORTGAGOR.	FGG 21:00
	EE BYRD, husband and wife
mortgages to the STATE OF OREGON; rej ing described real property located in the s	presented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the folio State of Oregon and County of
CALCULATION OF COMPANY	Керику
All of Lot 6, Block 4, ELD in the County of Klämath, 9	ORADO, and a portion of Lot 11, Block 4, ELDORADO, State of Oregon, described as follows:
West along the Southwester the true point" of beginning 30" West along said Southwe North 38° 16' 30" East at a the Southwesterly line of said	herly corner of said Lot 11; thence North 51° 43' 30" ly line of said Lot 11, a distance of 43.53 feet to g of this description; thence continuing North 51° 43' esterly line a distance of 25.0 feet to a point; thence right angles to said Southwesterly line to a point on said Lot 6; thence South 31° 46' 30" East along the Lot 6 and Lot 7 to a point which bears North 38° 16' 30" inning; thence South 38° 16' 30" West to the true point
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I promise to pay to the STATE OF OREGON Fifty Thousand and no/100- bollari (\$50,000.00-), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon, at the rate of 5.9 initial disbursement by the State of Oregon of August 1, 1980 interest at the office of the Director of Veterans' Attains in Salem, Oregon, as follows: see of the Director of Veterans' Attains in Salem, Oregon, as follows: see of the premises described in the mortgage, and continuing unit the full amount of the principal, interest in the duale of the last payment shall be on or before _July 1, 2010 In the event of transfer of where the last payment shall be on or before _July 1, 2010 In the secured by a mortgage, the learns of which are mark 1 part hereof. Nancee Byrd Nancee Byrd Nancee Byrd Nontreason or subsequent owner may pay all or any part of the loan at any time without penalty. NORTGAGOR FURTHER COVENANTS AND AGRESS: 1. The mortgager covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free ovenant shall not be the guildhed by for descend same forewer indicate the claims and demands of all persons whomseever, and the MORTGAGOR FURTHER COVENANTS AND AGRESS: 1. The inperson we herefaller existing to sease the mortely. To some the could be for hold by th		DUTC A RAIN
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6. Mortgages 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 emortgage all such insurance shall be made payable to the mortgage insurace shall be kept in force by the mortgage in case of foreclosure until the period of redemption expires;

9.	Not to leave the second s	_ `
8.	Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volume. Not to lease of any security is the indebtedness;	
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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 pay interest as prescribed by ORS 407.070 on all 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 mortgagor, perform same in whole or in part and all expenditures made in so doing including 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.

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 mortgage given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgage 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 blinding 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 able herein if the easy is manufact of manufactor of the behavior of any behavior of the behavior of the

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STATE OF OREGON

County of Klamath

Form L-4 (Rev. 5-71)

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Before me, a Notary Public, personally appeared the within named Dale W. Byrd and Nancee Byrd

..., his wife, and acknowledged the foregoing instrument to act and deed. their voluntary WITNESS by hand and official seal the day and year last above written. m DZNINA K. MATESON 84 9 To 2011 KNOTARY PUBLIC-ORECO My Commission Experiery Public My Commission expires elen lestrationales ant there are ene southerer's side of said lot of FROM L-_ P40017 TO Department of Veterans' Affairs STATE OF OREGON, STORE STATE OF OREGON, STORE STATE OF OREGON, STORE STATE STATES Klamath Traving to the state state state of 2 0125300 00 03 m Love County of I certify that the within was received and duly recorded by me in ... Klamath Page 9872 on the 30th day of May; 1980 WM. D. MILNE Klamath County Record County Records, Book of Mortgages, M80 No. Clerk By Deputy. May 30; 1980 Klamath Falls; ORegon 4 Harris at O'clock 4:12 P Filed county or Klamathy with WHACPP BILLY By ? Dernethas Spetach After recording, return, to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem J Oregon 97310 Deputy Fee \$7.00

NOTE AND MORTGASE 51205-8页