

NOTE AND MORTGAGE Vol. 80 Page 13692

Richard R. Kopozak

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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 ...

EXHIBIT "A"

LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:

Those parts of Government Lots 17 and 24 Section 33, Township 35 South, Range 7 East of the Willamette Meridian, lying West of the Clean 2014 De California Highway and East of the right of way of the Southern Pacific Company.

Except the Following:

Starting at the East Quarter section corner of said Section 33; thence South 0°28'45" West along the East line of said Section 1314.0 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section, being also the Southeast corner of Lot 24 of said Section and being also 14.69 feet distant Easterly from (when measured at right angles to) the relocated center line of the Dalles-California Highway at Engineers Station 1137 + 25.9; thence South 89°54'15" West along the South Boundary of said Lot 24 a distance of 65.63 feet to the West right of way line of said Highway and the true beginning point of this description; being also 50 feet distant Westerly from (when measured at right angles to) Engineers Station 1137 + 37.0; thence from said true beginning point South 89°54'15" West 234.0 feet to the Easterly right of way line of the Southern Pacific Railroad; thence North 10°,18'23" West along said R.R. line 550 feet more or less; thence Coast North 89°54'15" East 236.6 feet to the Westerly right of way line of toge the said Highway; thence South 9°32' East along said right of way line with 548.0 feet, more or less, to the true point of beginning.

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(\$. 36, 575.00-----), and interest thereon, evidenced by the following promissory note:

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	1st_of_each_month thereafter, plus thereafter, plus thereafter, plus interest 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
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7. To keep all buildings unceasingly insured during the term of the morigage, against loss by fire and such other indates all such company or companies and in such an amount as shall be satisfactory to the mortgage; to deposit with the mortgage; company or companies showing payment in full of all premiums; all such insurance shall be made payable to the mortgage; 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 of the insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires of the insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires of the insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires of the share of the
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to secure the payment of	hitty Six Thousand, Five Hundred Seventy Five and no/100 Dollars interest thereon, evidenced by the following promissory note: the state of OREGON

Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
 Not to permit the use of the premises for any objectionable or unlawful purpose;
 Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
 Mot to permit any tax, assessment, lien, or encumbrance to exist at any time;
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 Mot to permit any tax, assessment, lien, or encumbrance to exist at any time;
 Mot to permit any tax, assessment, lien, or encumbrance to exist at any time;
 Mot taken to be an interest as provided in the note;
 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; to the mortgage all such insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expire; to the suprest the suprest state of the mortgage all such insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expire; to the suprest to the suprest state of t

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agee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-

Mortgagee shall be entitled to all compensation and damages received under right of eminent doma tarily released, same to be applied upon the indebtedness;
 Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

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 mortgage may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures shall are server 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. 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 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 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 mortgage 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 binding 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 applicable herein.

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<u>July 1980</u>

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 2151 day of ... THE IN STATE OF CARCON Constantine a

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STATE OF OREGON

County of <u>EC</u> Before me, a Notary Public, personally appeared the within named

NOTARY 19

act; and deed. AUGLIC WITNESS by hand and official seal the day and year last above written.

Notary Public for Oregon

My Commission expires

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MORTGAGE

P43186

Richard R. Kopczak

TO Department of Veterans' Affairs FROM STATE OF OREGON. County of Klamath Page 13692, on the 22nd day of July, 1980 WM, D. MILNE Klamath County Clerk No. M80 ... Deputy. N Helsch at o'clock _4:20_PM Dersetted By Bernetha Aketoch Ву .. July 22, 1980 Klamath Falls, Oregon Deputy. After recording return to: DEPARTMENT OF VETERANS' AFFAIRS Wig & McGeneral Services Building Salem, Oregon 97310 (WSIN 1 4 (Rev. 5-71)) Contact (Rev. 5-71) Filed . 1 <u> 73638</u>

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