T/A 38-21346-M

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K SUSTA NOTE AND MORTGAGE

724 N.S4th St

OF THE MORTGAGOR, DALE M. HARRIS and WANDA G. HARRIS, Husband and Wife

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 4, Block 1, LAWANDA HILLS, TRACT NO. 1002, in the County of Klamath, State of Oregon. No. 1233 Esc. 1292 500 de . 11ch ... M. JOLY, 1980, "1980, "1980, Mille, March Jacob

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together with the tenements, hereditaments, 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 recentacles; plumbing, with the premises; electric wiring and fixtures; doors; window shades and blinds, shutters; cabinets, built-ins, linux-ums and fixor coverings, built-in stoyes, overs, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubberry flora, or timber now 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 Twe Tve Thousand Six Hundred Ninety Eight and no/100----(s 12,698:00 ---), and interest thereon, and as additional security for an existing obligation upon which there is a balance Well Controlly sopraging with control Dale N. Hatris and

evidenced by the following promissory note:

Twenty Seven Thousand Two Hundred Fifteen and 91/100-Dollars (\$27,215.91--), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9---percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of Dollars (\$... Dollars (\$ interest from the date of initial disbursement by the State of Oregon, at the rate of until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: \$ 162.00----- on or before September 1. 1980---- and \$162.00 on the 1st 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 principal, the remainder on the principal.

On this day of July October 180 WANDA G. HARRIS WANDA G. HARRIS secured by this Note and Mortgage.

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated February 10 1978 and recorded in Book M-78 page 2578, Mortgage Records for Klamath----County, Oregon, which was given to secure the payment of a note in the amount of \$15,004.00-, and this mortgage is also given to secure the payment of a note in the amount of \$15,004.00-, and this mortgage is also given to secure the payment of a note in the amount of \$15,004.00-, and this mortgage is also given consecting their respectived shorts and apply sinus less responding ones of conjection than the state of control of the mount of \$12.698.00 missing with the balance of indebtedness covered by the as security for an additional advance in the amount of \$2.698.00 missing with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

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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:

- 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:
 - 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;

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- 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;
- To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such company for companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such company 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 mortgager in case of foreclosure until the period of redemption expires;

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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 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 and in so doing including the employment of an attorney to secure compilance with the terms of, the mortgagor without made in so doing including the employment of an attorney to secure compilance with the terms of, 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

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The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a ch of the covenants.

In ease foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs curred 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 to the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage shall have the right to enter the premises, take possession to the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage shall have the right to enter the premises, take possession to the rents its indepted to the mortgage of the mortgage shall have the right to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises, take possession to the rents its profit to enter the premises and the mortgage shall have the right to enter the premises and the mortgage of the m

be covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and 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 institution. ORS 497.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued 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. The mobile home described on the face of this document is a portion of the property secured by this Note and Mortgage.

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This mortgage is being rerecorded because of the omittion of the mobile home data.

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fully recorded in Vol. M80 , of Mortgages on Page 17281
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By Dernetta State CD
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