

NOTE AND MORTGAGE

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DEETMORE MORTCACOR TEPAUL M.	GOEBEL and PHYLLIS A.	GOEBEL.	husband	and	wife

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mortgages to the STATE OF OREGON, repre	esented and acting by the Director of Veterans' Affairs	, pursuant to ORS 407.030, the follow-
	Company Separate	
് പ് OLD ORCHARD MANOR"; Oaccordin	ot 53 and all of Lot 54, as shown ng to the official plat thereof or	ifile in the records
र देवतर स्ट्रिय्यामार राज्य कार्यमाम क्रान्त्र र द्वतर वर्षे याच्य वर्षा	r recorded by the 16	grounds to proper laby growth Keet
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	MORIGAGE	
	LADDLOACE	
	My Conwidenm empire	
The Market State of the Company of t	May Compare the San San	Service Control
		TERRORE N. S. CONTINUE TO SUMMER STORY
With the braid and official and the day of	er veer fast above written.	
Sing song		
Posper	, the wife, and address that the resolution is that a	A SECTION OF THE PROPERTY.
with the premises; electric wiring and the ventilating, water and irrigating systems; so coverings, built-in stoves, ovens, electric sir installed in or on the premises; and any shringly and the premises and any shringly one or more of the fore the premise and profit of the rents issues, and nordiff	s, rights, privileges, and appurtenances including roactures; furnace and heating system, water heaters, reens, doors; window shades and blinds, shutters; calks, air conditioners, refrigerators, freezers, dishwash ubbery; flora, or timber now growing or hereafter pigoing items; in whole or in part, all of which are here is of the mortgaged property;	fuel storage receptacles; plumbin pinets, built-ins, linoleums and floers; and all fixtures now or hereaf lanted or growing thereon; and a cby declared to be appurtenant to t
to secure the payment of Fifty Thou		
to secure the payment of	3410 0/19	Dolla
(\$50,000.00), and interest there	eon, evidenced by the following promissory note:	(1)(4.2) ·
	OF OREGON Fifty Thousand and no/1	00
I promise to pay to the STATE	OF OREGON	with interest from the date of
different interest rate is established pu	oregon, at the rate of 5.9	per annum until such time as a
s 297.00on or be 15th of every month	efore March 15, 1981 Thereafter, plusone-twelfth_of	and \$297.00 on the the the the ad valorem taxes for each
successive year on the premises descr and advances shall be fully paid, such principal.	ibed in the mortgage, and continuing until the full a payments to be applied first as interest on the unp	amount of the principal, interest aid balance, the remainder on the
The due date of the last paymer	it shall be out of belote	111
In the event of transfer of owner the balance shall draw interest as pre-	ership of the premises or any part thereof, I will cont escribed by ORS 407,070 from date of such transfer.	inue to be liable for payment and
This note is secured by a morty and the process of	age, the terms of which are made a part hereof.	Doel
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rays the west, to recombine provide the common terms of the common	16 Capping 138 15	

p. Graduate the granter and least state posterior may pay all or 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:

- 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 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;

Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;

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9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

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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 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 mortgager 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, 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.

WORDS: The magazine shall be a modern of Ver	e and mortgage are subject to the provisions of Article XI-A of the Oregon amendments thereto and to all rules and regulations which have been terans' Affairs pursuant to the provisions of ORS 407.020.
applicable herein: The masserine shall be deemed to include the order of the content of the cont	the feminine, and the singular the plural where such connotations are
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IN WITNESS WHEREOF, The mortgagors have set	their hands and seals this 30thday of January 19 81
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	Paul M. Goebel
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STATE OF OREGON 197000 - 165, Ele colleged and sun green and	mender And Bushing System, water scotter for consistency of the second s
County of Klamath	Ss.
Before me, a Notary Public, personally appeared the	within named Paul M. Goebel and Phyllis A.
Goebel his wi	fe, and acknowledged the foregoing instrument to be their voluntary
act and deed.	de, and acknowledged the foregoing instrument to be
WITNESS by hand and official seal the day and year l	ast above written.
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	Charles Miller
	Notary Dublis for O
ONA	Notary Public for Oregon
NOMAX	
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ONRY UBLIC	My Commission expires5–6–84
FROM	My Commission expires5–6–84
S. O. S. Link	My Commission expires 5–6–84 MORTGAGE L- ρ 50337
FROM	My Commission expires 5–6–84 MORTGAGE L- ρ 50337
FROM STATE OF OREGON, County of Klamath	My Commission expires
FROM STATE OF OREGON, County of Klamath	My Commission expires
FROM STATE OF OREGON, County of Klamath I certify that the within was received and duly recorded.	My Commission expires 5-6-84 MORTGAGE L-P50337 TO Department of Veterans' Affairs ss. sed by me in
STATE OF OREGON, County of Klamath I certify that the within was received and duly recorded to the state of	My Commission expires 5-6-84 MORTGAGE L-P50337 TO Department of Veterans' Affairs ss. sed by me in Klamath County Records, Book of Mortgages, County 1981
STATE OF OREGON, County of Klamath I certify that the within was received and duly recorded to the state of	My Commission expires 5-6-84 MORTGAGE L-P50337 TO Department of Veterans' Affairs ss. sed by me in
STATE OF OREGON, County of Klamath I certify that the within was received and duly records Of 1998 of County of January No 95319 page 1517 on the 30 thay of January By Acqueline D. Mettler	My Commission expires 5-6-84 MORTGAGE L-P50337 TO Department of Veterans' Affairs ss. Ss. My Commission expires 5-6-84 L-P50337 St. County Records, Book of Mortgages, County Klamath Deputy.
STATE OF OREGON, County of Klamath I certify that the within was received and duly records Of Joseph County of January No. 95.31.9 page 1.517 on the 30 they of January By Jacqueline County of January Filed January 30, 1981 at o'cle	My Commission expires 5-6-84 MORTGAGE L-950337 TO Department of Veterans' Affairs ss. sd by me in Klamath County Records, Book of Mortgages, County Klamath Deputy. Deputy. Deputy.
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