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T/A#M-38-1247-6 Vol. M.8/ Page

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THE MORTGAGOR. DONALD J. DUCHARME and JANICE H. DUCHARME

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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 Klamath ing described real property located in the State of Oregon and County of

Lot 14, Block 5, Tract No. 1022, FOURTH ADDITION TO SUNSET VILLAGE, in the __County of Klamath, State of Oregon alog

Evelyn Biehn I secure that the words was received and any recorded by me in Klamath

Klamath

TO Department of Veterous, Attairs

MORTGAGE

My Commission expires M2 TOU 22,

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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, tholeums 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; or; timber; now growing or hereafter planted or growing thereon; and any preplacements 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 Fifty Four Thousand Five Hundred Forty One and no/100------Dollars

(\$ 54,541.00---), and interest thereon, evidenced by the following promissory note:

Fifty Four Thousand Five Hundred Forty One I promise to pay to the STATE OF OREGON and no/100-----

\$ 371.00------on or before October 15, 1981-----and \$ 371.00 on the 15th 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before September 15, 2011-

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made

Klamath Falls, Oregon

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The mortgagor or subsequent owner 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;

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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 mortgage; 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 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

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 mortg collect the rents, issues and profits and apply same, have the right to the appointment of a receiver to co	rage, the mortgagee shall have the right to enter the premises, take possession, less reasonable costs of collection, upon the indebtedness and the mortgagee shall llect same.
The covenants and agreements herein shall exte assigns of the respective parties hereto.	and to and be binding upon the heirs, executors, administrators, successors and
It is distinctly understood and agreed that this Constitution, ORS 407.010 to 407.210 and any subsequences to the control of t	note and mortgage are subject to the provisions of Article XI-A of the Oregon uent amendments thereto and to all rules and regulations which have been Veterans' Affairs pursuant to the provisions of ORS 407.020.
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IN WITNESS WHEREOF, The mortgagors have	set their hands and seals this 8th _{day of} September 1981
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County of Activated	
Before me, a Notary Public, personally appeared t	the within named DONALD J. DUCHARME and
act and deed. WITNESS by hand and official seal the day and ye	My Commission expires March 22, 1985
병사 기능이 하나가 발판되고 있다.	MORTGAGE
몇 하는 하는 이는 사람이 되고 있다.	MORIGAGE 15- P5 75-80
FROM	TO Department of Veterans' Affairs
STATE OF OREGON,	
County of Klamath	SS.
I certify that the within was received and duly rec	orded by me in Klamath County Records, Book of Mortgages,
No. M-81 Page 15867 on the 8th day of Sept	Evelyn Biehn Tember1981 - Klamath
	SS' FOURTH ANDERTON TO SUMSET VILLAGE, An Sus
Janes C. Sau	, Deputy.
Filed absolute of the desired 10: 41 or the Brate of the Children of the Children Children of the Children Children of the Chi	O CLOCK
County Klamath	· · · · · · · · · · · · · · · · · · ·
· After recording return to: DEPARTMENT OF VETERANS' AFFAIRS (1997) General Services Building	DOCHARM The Lee-28 . 00 DUCTORME, Beauty.
Salem, Oregon 97310	NOTE AND MORTEAGE TO MAIL TO SEE THE
(1985년 - 1984년 18일 전 1995년) - 1987년 - 1987	