T/A 38-23881-4-J

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NOTE AND MORTGAGE OL. M-S/Page

THE MORTGAGOR, JERRY D. HARRELL and WILHELMINA P. HARRELL, husband and wife

TSUSTULLUTTE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow ing described real property located in the State of Oregon and County of Klamath

Lot 14, in Block 5, of Tract 1145; NOB HILL, a resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition and Eldorado Heights, Klamath County, Oregon. Clerk Klamath County, Oregon.

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ATO Department of Veterans' Attains

MORTGAGE

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his wife, and acknowledged the foregoing instrument to the Unc. of

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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, linoleums and floor coverings, built-ins 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 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 Fifty Eight Thousand and no/100-----

.... Dollars

(\$.58,000.00 ----), and interest thereon, evidenced by the following promissory note:

Fifty Eight Thousand and no/100--I promise to pay to the STATE OF OREGON ...

58,000.00-----), with interest from the date of Dollars 15. 2. 2. 2. 3. With interest from the date of initial disbursement by the State of Oregon, at the rate of 7.2———percent per annum 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:

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.

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

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 ar

Dated at Klamath Falls, OR 97601 รอบเรา แล้ว เรา**สังเราล้ว ที่อน**อย

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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 forcelosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES: Not of the definition of the property of the control of

- 1. To pay all debts and moneys secured hereby;
- 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;
- 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 nortgagee; 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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markered such he issue in their hy the more secil to entire of the column our fermion of the first our markers in the secil to the first our markers of the secil to the first our markers of the first our markers our markers our markers of the first our markers ou 8. 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;

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 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, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this

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 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 feature of the provisions of ORS 407.020.

applicable herein.	include the feminine, and the singular the plural where such connotations are
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The mortgagors hav	e set their hands and seals this 9th day of
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18, 56 , U.D Warner in the interior divisor	WILHELMINA P. GHARRETT (Seal)
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Before me, a Notary Public, personally appeared	the within named Jerry D. Harrell and Wilhelmina
P. Harrell	
act and deed.	is wife, and acknowledged the foregoing instrument to be voluntary
WITNESS by hand and official seal the day and y	
	rear last above written/
	Notary Public for Oregon
	My Commission expires
	MORTGAGE
(는) 등 시간 독특성의 그 스크를 수많이 하는 것으로 그 등 없다고 있다. 대한민국 사람들은 한민국 그는 그들이 들어 있는 것으로 가장하고 있다.	어른 그렇게요 나는 좀 가득하다. 이 그들러 나는 그렇게 하는데 나이를 가고 그는데 되어 먹는 그래요?
FROM	TO Department of Veterans' Affairs
STATE OF OREGON,	or veterans' Affairs
County of Klamath	- 1
I certify that the within was received and duly rec	orded by me inKlamath
NoMSI Page 6030 , on the 9th day of Sent	ember1981 F.v. 1 n. 1
By Charles on Garages of	ountain View Addition and Eleorado Holghts,
Control of the contro	TipebitOs Hill; a resubdivision of partions of
Filed September 9, 1981	Colocle 3.52 Day
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County Klamath	By Jane Co Wacres Deputy.
After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building	THEO SCO CO.
Salem, Oregon 97310	NOTE AND MORTGAGE APPLIES AND APPLIES APPLIES.
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