T/A 38-23987-1-J

vo! Mg/Page 18561

NOTE AND MORTGAGE THE MORTGAGOR, OSCAR EITENEIER and JUANITA M. EITENEIER, husband and wife

970	(, amat)											ters
mortga ing des	ges to the STAT	E OF ORE	EGON, re	presented	and acti	ng by the	Director	r of Vetera	ns' Affairs,	pursuant t	ORS 407.03	0, the follow-
					4.4	u county	OI		·A	······································		

The Southerly 17 feet of Lot 31, All of Lot 30 and the Northerly 19 feet of Lot 29, All in Block 17, ELDORADO HEIGHTS, An the County of Klamath, State of Oregon.

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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-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 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 Thousand and no/100-----

(\$50,000.00----), and interest thereon, evidenced by the following promissory note:

I promise to pay to	the STATE OF OREGON Fifty Thousand and no/100
	Dollars (\$50,000.00) with interest from the date of
initial disbursement by the different interest rate is es	e State of Oregon, at the rate of 6.2
s 307 . 00	on or before January 1, 1982and \$307.00 on the
	1th thereafter, plus One-twelfth of the ad valorem taxes for each
and advances shall be full; principal.	emises described in the mortgage, and continuing until the full amount of the principal, interest y paid, such payments to be applied first as interest on the unpaid balance, the remainder on the
The due date of the	last payment shall be on or before December 1, 2011
In the event of trans	efer of ownership of the premises or any part thereof, I will continue to be liable for payment and erest as prescribed by ORS 407.070 from date of such transfer.
This note is secured	by a mortgage, the terms of which are made a part hereof.
Dated at Klamath Fal	
	OSCAR EITENEIER
October_	27 1981 Shamto III outnot 1
	HIANTTA M ETTENETED

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:
- 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 hereio;
- 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 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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- 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, 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 applicable herein.	to include the feminine, and the singular the plural where such o	connotations are
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IN WITNESS WHEREOF, The mortgagors	s have set their hands and seals this 23 day of October	r 19 81
	O=Ele	451
	OSCAR EITENEIER	(Seal)
	1, 1 - 148 m. 1 - 14 - 15 - 15 - 16 - 16 - 16 - 16 - 16 - 16	(Seal)
	Quanto M Stemano	
	JUANITA M. EITENEIER	(Seal)
The state of the s	ACKNOWLEDGMENT	alian Nimena nga pagabana
The state of the s		
STATE OF OREGON.		
County of Klamath		
Before me, a Notary Public, personally app	peared the within named Oscar Eiteneier and Juanita	. M
The second secon	The state of the s	1Cl.4
Eiteneier act and deed.	his wife, and acknowledged the foregoing instrument to be the	Lr voluntary
		<i>)</i> .
WITNESS by hand and official seal the day	and year last above written.	///
		//
	Notary Pul	ofic for Oregon
		//
	My Commission expires	35
용어 되었습니다. 얼마나 말이 되었다.	MORTGAGE	
FROM	<u> </u>	10/10
	TO Department of Veterans' Affairs	
STATE OF OREGON,	⟩ ss.	
County of Klamath		
I certify that the within was received and d	fully recorded by me in Klamath	
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No. Page 10001 on the 25Fd day of	October, 1981 EVELYN BIEHN Klamath _{County} Cleri	k and the
By (Jario () Vane	Deputy.	taren eta olimpia. Taren eta olimpia
Octobor 22 1001	회는 이 공연의 발문 등이 가는 이번 가는 그는 것이 없다는 것	
Filed October 23, 1981 Klamath Falls, ORegon		en de la companya de
County Klamath	By Variable Varies	-
After recording return to:		Deputy.
DEPARTMENT OF VETERANS' AFFAIRS General Services Building Salem. Oregon 97310	Fee \$8.00	ya i nga

Form L-4 (Rev. 5-71)