

RONALD T. WAVRIN & THERESE M. WAVRIN,

Clerk of Oregon

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 9, Block 31, HOT-SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon.

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 heater, fuel storage receptacles; plumbing, ventilating, water and irrigating systems, pumps, electrical service panels; 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 hereon; 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 Three Thousand Nine Hundred and no/100

(\$ 3,900.00), and interest thereon, and as additional security for an existing obligation upon which there is balance

owing of Fifty-One Thousand Eight Hundred One and 07/100

Dollars (\$51,801.07),

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Fifty-One Thousand Eight Hundred One and 07/100 Dollars (\$ 51,801.07), with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 8.2 percent per annum,
Three Thousand Nine Hundred and no/100 Dollars (\$ 3,900.00), with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 percent per annum,
 interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
 interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
 interest from the date of initial disbursement by the State of Oregon, at the rate of _____ 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: \$ 432.00 on or before May 15, 1985 and thereafter, plus one twelfth of \$ 432.00 on the 15th of each month
 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.
 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 are made a part hereof.
 Dated at Klamath Falls, OR 4/18 1985 Ronald T. Wavrin
Therese M. Wavrin

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 to the State of Oregon, dated September 17, 1981

and recorded in Book M-81 page 16663 Mortgage Records for the County of Klamath, Oregon.

which was given to secure the payment of a note in the amount of \$ 53,200.00 together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness of collection, and the mortgagee agrees to the mortgagee's right to foreclose.

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. To allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premises during the life of the loan;
3. Not to permit the building to become vacant or unoccupied; not to permit the removal or demolition 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;
4. Not to permit the cutting or removal of any timber except for his own domestic use, not to commit or suffer any waste;
5. Not to permit the use of the premises for any objectionable or unlawful purposes;
6. Not to permit any tax, assessment, lien, or encumbrance to exist at any time; if mortgagee is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagee may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note; if mortgagee pays any taxes, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;
7. 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;
8. To keep all buildings, improvements, 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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Upon the breach of any covenant of the mortgage, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs collect the rents, issues and profits and have the right to foreclose on the property.

It is distinctly understood and agreed that this note and the obligations hereon shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

WORDS: The masculine shall be deemed to include the feminine and the singular the plural where such construction is applicable herein.

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11/18/82 X
KLEINMAN ERIC '82 KLEINMAN W. MARRA

IN WITNESS WHEREOF, the mortgagors have set their hands and seals this 18th day of April 1934.

[illegible]

ACKNOWLEDGMENT

CLERK OF DISTRICT COURT, DISTRICT OF COLUMBIA, D.C.

County of Washington D.C.

SS. John P. Smith

Before me, the undersigned authority, on this 10th day of June, 1910, personally appeared John P. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of June, 1910.

CLERK OF DISTRICT COURT, DISTRICT OF COLUMBIA, D.C.

Notary Public, personally appeared the within named Ronald T. Warren
heresay in Warren his wife and acknowledged the foregoing

WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

MORTGAGE

STATE OF OREGON, }
County of Klamath } ss.
TO Department of Veterans Affairs
P58310
Loan Number

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages

OF ROCK OF HON. JUDGE OF APRIL 1985 Evalyn Biehn
 by Ann Smith ADDITION TO THE CLERK OF KIRKLAND COUNTY Clerk
 Deputy
 Filed APR 19 1985

PARLAMENT OF VETERANS' AFFAIRS
5 NE REVERE AVENUE
ND, OREGON 97701

SP-50629-2