THE	MORTGAGOR. GARY J. TE	NOTE AND MORIGAGE
		to ORS 407.030, the follow-
AN	to the STATE OF OREGON. represente	ed and acting by the Director of Veterans' Affairs, public of Oregon and County of <u>Klamath</u>
g descri	bed real property located in the State of	
		Township 36 South, Range 12 East of the math County, Oregon.
NĴSE	2ᡶSWᡫ of Section 31, ' lamette Meridian, Klan	math County, Oregon.
Will	Lamette Merrore	easement over the East 60' of
TOGI	ETHER with a non-excl	Lusive easement over the East 60' of South of Highway 140, the East 60' of East 60' of the North $\frac{1}{2}$ of Government E East 60' of the North $\frac{1}{2}$ of the main of the
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GOV Lot	4,Section 31 Townshi	ip 36 South, Range in and from the subject ingress and egress to and from the subject
Wil	lamette Merzeev,	THE PERCORDED
pro	pperty.	NOTE AND MORTGAGE IS BEING RE-RECORDED CORRECT AN ERROR IN THE LEGAL DESCRIPTION.
	TO C	JUNITEDT 124 March 1
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ور مرد مرد مرد ا	((x) from M. Leyrening Linge M. Terpening
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		Gary J. Terpening By: Linda M. Terpening, Attorney in fact for
Alexandre	an a	Gary J. Terpening
	Terpenin	
(AFTER RE-RECORDING	TIE CO. §
/	AFTER RE-RECORDING RETURN TO: MOUNTAIN TIT #14923-	P
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8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any tarily 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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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. 10.

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

he covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and of the respective parties hereto. The assigns

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 to include the feminine, and the singular the plural where such connotations are applicable herein.

gazep 3* un and so thems and the class of the and a me-restrict of Sizet of each readar----i lan ol parent. VM117 7 7818-----202-20-----e. IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 27th day of January 19.78 میں بیاری ہے۔ ماریک میں اور او Harry lespenng (Seal) GARY TERPENING J. (Seal) nn (Seal) TERPENING Longy Thomsel Whe Cherry Finds N. ACKNOWLEDGMENT an j STATE OF OREGON. Klamath County of . Before me, a Notary Public, personally appeared the within named Gary J. Terpening and Linda M. Terpening his wife, and acknowledged the foregoing instrument to be their voluntary act and deed. WITNESS by hand and official seal the day and year last above written ٠. γ_{j} Public for Oregon э 2 ٠. GMy Commission expires MORTGAGE M80855 TO Department of Veterans' Affairs FROM ... STATE OF OREGON. Klamath County of .. I certify that the within was received and duly recorded by me in <u>Klamath</u> 1725 on the 27th day of January, 1978 WM. D. MILNE Klamath County Clerk No. M78 Page Ha. OF COUNTY Itach Rν \$ January 27, 1978 Filed Klamath Falls, Oregon the lils of Klamath . Deputy. County ... After recording return to: DEPARTMENT OF VETERANS AFFAIRS -General Services Building Salen: Organ 97310 ÷ • NDEXEL 119 40.00 Form L-4 (Rev. 5-71) المحادثة والمرتج

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Ret: M.T.C.

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STATE OF OREGON; COUNTY OF KLAMATH; 85				
this 23rd d	ny of <u>May</u> A. D. 19 <u>85</u> at 4:03 c'clock P M., and in Vol. <u>M85</u> , of <u>Morteages ON Page 2218</u> EVELVAL EVELVAL			
Fee: \$13.0				