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mortgages to the STA				
ing described real pro	perty located in the ;	itate of Oregon and County	e Director of Veterans' Affairs, of	pursuant to ORS 407.030, the follow-
211241 	1931 - S. 1931	T:	21 4	······································
the office of	7 of Tract 10 the County C	35, GATEWOOD, acc erk of Klamath Co	cording to the officient	cial plat thereof, on fi
a an	Sa San	la se la seconda de la seconda d	5	
i shiki shiki shiki s	an an an tara tara tara tara tara tara t	an in the second se	an a	Vec 2
			and a strong my	in a substance
and a second				
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			a future e construction	
timber now growing or her are hereby declared to be	after planted or growin appurtenant to the lar	washers; and all fixtures now: g hereon; and any replacement d, and all of the rents, issues,	to ould in a line line and floor co or hereafter installed in or on the p a of any one or more of the foregoing , and profits of the mortgaged pro	used in connection with the premises; , water and irrigating systems, pumps, verings, built-in stoves, overs, sectric premises; and any shrubbery, flors, or items, in whole or in part, all of which perty;
(\$.5,825.00)	and interest thereon	. and se additional		upon which there is a balance
owing of Fifty-tu	10 thousand	, und as auditional securit	ty for an existing obligation	upon which there is a balance
	· · · · · · · · · · · · · · · · · · ·	ven_hundred_sever	nteen & 56/100	
evidenced by the following	pròmissory note:	1997. v	Resident and a second	Donars (\$32,/1/_50),
I promise to pe	y to the STATE OF O	LEGON:		
FILLY-TWOtho	Usand seven h		& 56/100	
Five thousand	of initial disbursement b	the State of Oregon, at the rate	& 56/100	(\$52.,7.17.,56), with
interest from the data	e.i.gn.tnundre	twenty-five & n	e of	percent per annum,
	i initial disbursement b	the State of Oregon, at the rate	e of	(\$), with
interest from the date o	f initial disburgement b		e of Dollars	(\$
		the State of Oregon, at the rate	e of	percent per appur
interest from the date o	initial disbursement by	the State of O	Dollars	(\$), with
principal and interest	interent interest rate is	established pursuant to ORS	407.072,	percent per annum.
follows: • 414 00		the of the officed States at the	e office of the Director of Mark	
•	THE TIPST OF F	ach month		
The due data still	all be fully paid, such p	of mente to be applied first as in	interest on the unneid and a find	e full amount of the principal.
In the event of tra interest as prescribed h	unafer of ownership of th	e premises or any part thereof	<u>y</u> 1, 2010	remainder on the principal.
rus note is secu	red by a mortgage, the	te of such transfer. terms of which are made a p	urt hereof.	A contained and a contained an
		A 11		Λ I
	th Falls, Ore		ordon D. Clarke	

or sub pay all or any part of the loan at any time without penalty.

This rtgage is given in conju

and supp	lementary to that certain mortgage to the Shate to	
	lementary to that certain mortgage to the State of Orego Records for	n, datedDecember1.1., , 197.9
which was given to secure the payment of a note in the an	50,000.00	County, Oregon,
and this mortgage is also given as security for an addition by the previous note, and the new note is evidence of The monteness	the entire indebted	er with the balance of indebtedness covered
from encumbrance, that he will warrant and defen covenant shall not be extinguished by foreclosure,	premises in fee simple, has good right to mortga and same forever against the claims and demands but shall run with the land.	ige same, that the premises are free of all persons whomsoever, and this
MORTGAGOR FURTHER COVENANTS ANI	D. ACREMC	
1. To pay all debts and moneys secured hereby;	O AGREES:	
2. To allow the Research to the second nereby;		

З.

71124

THE MORTGAGOR,

AN LL

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•87 FEB

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; al of any timb ept for his own d stic

Not to permit the use of the pre-5. suffer mises for any objectionable or unlawful purpose; mít. any te: 6.

Not to permit the use of the premises for any objectorianse of untawith purpose, Not to permit any tax, assessment, lien, or encumbrance to exist at any time; if mortgages is required to defend agai encumbrance, mortgages may add any attorney fees or costs incurred to the principal, to bear interest as provided liens, taxes, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as a lawsuit to foreclose a lien or he note; if mortgagee pays any at as provided in the note; Mortgagee is authorized to pay all real p as provided in the note; in t 7. d against the p ne to the principal, each of the advance hha bna 8.

To keep all buildings unceasingly insured durin and in such an amount as shall be satisfactory to all premiums; all such insurance shall be made I the period of redemption expires. rm of the mortgage, against loss by fire and such other hazards in rtgages; to deposit with the mortgages all such policies with receipts to the mortgages; insurance shall be kept in force by the mortgage or companies sent in full of eipta sh

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a of the mortgages; which fight or property that is security for a loss obtained from the D y mortgages is writing of a transfer of oversetable of the premises or any interest is prescribed by OHS 407,070 on all payments due from the date of transfer; it obtain prior white ctor to th a copy of the in t in given, but motor. Trans wer ment promy ly notify m t of tree A copy of the instrument of trapelity. Transfers, aball pay interest as preservined by QHS 407,070 on all payments the from the data of transfer.
The balance of this loan is immediately due and payable in full upon the second sale or other transfer of all or part of the property securing this loan stars July 20, 1983. However, transfer or sale to the original borrower, the serviving spouse, unversion for transfer for purposes of the provisions of this paragraph.

'n.

This has been suggended until July 1, 1967. Any transfer of a property between July 3, 1986, and July 1, 1887, will not be counted as a transfer under the 1983 "Due on Sale" law. However, transfer that occurred between July 20, 1983, and July 2, 1985, any become due on sale with the sext transfer after July 1, 1897.

The mortgages 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.

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

IN WITNESS WHEREOF, The mortgagors have set their hands as	nd seels this 6th day of February 19.87
	10000
	Andon D. Lab (See)
	Gordon D. Clarke
	till state og skille state og s
	Carolyn M. Clarke
	Carolin Clarke
land the second s	
	(NOWLEDGMENT
STATE OF OREGON,	
County ofKlamath	33.
Before me, a Notary Public, personally appeared the	e within named GORDON D., CLARKE and CAROLYN M. CLARKE
his his	wife and acknowledged the foregoing instrument to betheir. voluntary
act and ded.	
MUITNESS my fland and official seal the day and ye	a los show written.
o ta and in other sear the day and y	
	Khisti S. Kedd
	Fristig, fedd Notary Public for Oregon
	My commission expires 11/16/87
and the second	My Commission expires
	MORTGAGE
FROM	
STATE OF OREGON,	25.
County ofKlamath	
I certify that the within was received and duly reco	rded by me in
M87 1922 the 6th day of Fo	abruary, 1987 Evelyn Biehn, County Clerk
	annound function for the second se
By Am Smith.	, Deputy.
Filed Februray 6, 1987 at o	velock 11:51 A M
County Clerk, Evelyn Biehn,	Par In the
County County Development	By / ftm smith, Deputy
After recording return to: DEPARTMENT OF VETERANS' AFFAIRS	
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