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 __Jackson=Klemath______:

The following described real property in Klamath County, Oregon:

That portion of the Southwest quarter of the Northeast quarter of Section 6, Township 33 South, Range 7½ East of the Willamette Meridian, lying Southwesterly of the present Fort-Klemath-Crater Lake Highway. ALSO, the West half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section 6; and the North half of the Northeast quarter of Section 7, Township 33 South, Range 71/2 East of the Willamette Meridian. EXCEPTING THEREFROM that portion of the Northwest quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 6, Township 33 South, Range 7/2 East of the Willamette Meridian, lying Northeasterly from the Fort-Klamath-Crater Lake Highway, as shown in that deed dated January 11, 1945, recorded January 26, 1945, in Volume 172 at page 505, Deed Records of Klamath County, Oregon.

The following described real property in Jackson County, Oregon:

The Northeast quarter of Section 25, Township 35 South, Range 2 West of the Willamette Meridian, Jackson 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 heaters, fuel storage receptacles; plumbing eventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, overs, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter 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 Seventy-Seven Thousand Eight Hundred Forty-Three and 25/100--- Dollars (\$ 77.843.25----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Seventy-Seven Thousand Eight Hundr and 25/100 Dollars (\$77,843.25), with interest from the date of initial disbursement Oregon, at the rate of four percent per annum on a principal balance of \$47,843.25 or 1 or 1 percent per annum on the principal balance in excess thereof, principal and interest to be paid in lawfur United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: \$4,997.0 on or before February 1, 1972	by the State of ess and 5.4% of money of the
The due date of the last payment shall be on or before January 1, 1999	the principal,
In the event of transfer of ownership of the premises or any part thereof, I will continue to be liab 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.	le for payment
Dated at Klamath Falls, Oregon Clasty E. bha	ley
May 26 19 71 Mancy J. Charl	Jee

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in place and stead of that certain mortgage by the mortgagors herein to the State of Oregon, dated November 24, 1965, and recorded in Book 495, page 362, Mortgage Records for Jackson

County, Oregon, which was given to secure the payment of a note in the amount of \$ 16,500.00

also given as security for an additional advance in the amount of \$63.500.00 covered by the previous note, and the new note is evidence of the entire indebtedness.

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:
- To pay an decis and moneys secured hereoy.
 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 con-
- 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;
- 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 mortgage; to deposit with the mortgage all such policies with receipts showing payment in tail all premiums; all such insurance shall be made payable to the mortgage all such insurance shall be made payable to the mortgage may secure the insurance and the cost shall be added to the profess deemed a debt due and shall be secured by this mortgage; insurance shall be kept in force by the mortgagor in case of force closure until the period of redemption expires;

It is remaining IN T

CORPORATION FOR

THE MORTGA SECTIONAL HO

corporate Attest:

STATE OF COUNTY On this.

for the above to me known instrument, poration, forsaid instrume

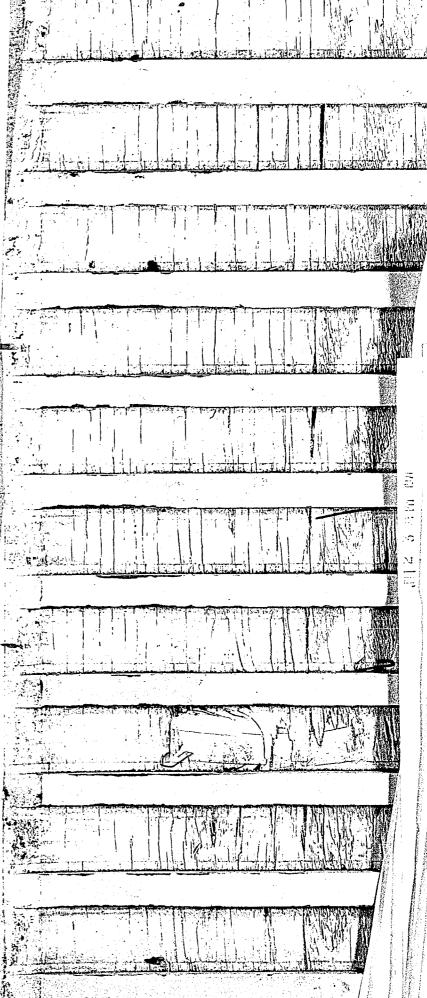
9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee; 0. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to not not not not not not not not not	9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee: 10. To promptly mortfagee in writing of a transfer of ownership of the premises or any part or interest in same, and to mortish a copy of the instrument of transfer to the mortgagee: any purchaser shall assume the indebtedness, and purchasers mortal to the provided to 407.210 shall pay interest as prescribed by OilS 407.070 on all payments due from the date of transfer; in all other respective to the granter whereby the granter seasomers the covenants of this mortgage and agrees to pay the indebtedness secured by same. The mortgagee may, at his option, in case of default of the mortgagor, perform some in whole or in part and all expenditures made so doing including the employment of an attorney to secure compliance with the terms of the mortgager with event as all draw terest at the rate provided in the note and all such expenditures 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 leave the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this regard subject to receiosure. The failure of the mortgage to exercise any options herein set forth will not constitute a waiver of any right arising from a cach of the covenants. In case foreclosure is commenced, the mortgage shall be liable for the cost of a title search, attorney fees, and all other costs urred in connection with such foreclosure. The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and gins of the respective parties hereto. The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and gins of the respective parties hereto. It distinctly understood and agreed that this mortgage is subject to the provisions of Article XI-A of the Oregon Constitution, serv
9. Not to lesse or rent the premiers, or any part of same, without written consent of the mortgager. 5. Or promptly notify mortgagers in writing of a transfer of ownership of the premiers are professors, and previously and the premiers of the premiers o	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; any purchaser shall assume the indebtedness, and purchasers not entitled to a loan or 4% interest rate under ORS 407.010 to 407.210 shall pay interest as prescribed by ORS 407.070 on all payintensity shall be valid unless same contains the grantee whereby the grantee assumes the covenants of this mortgage and agrees to pay the indebtedness secured by same. The mortgagee may at his option, in case of default of the mortgage, reform same in whole or in part and all expenditures made so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw terest at the rate provided in the note and all such expenditures shall be secured by this mortgage. Default in any of the covenants or agreements herein contained or the expenditure of any partion of the loan for purposes her than those specified in the application, except by written permission of the mortgage given before the vapenditure is made, all cause the entire indebtedness at the option of the mortgage to become immediately due and payable without notice and this cortical such as the option of the mortgage to become immediately due and payable without notice and this cach of the covenants. In case foreclosure is commenced, the mortgage shall be liable for the cost of a title search, attorney fees, and all other costs surred in connection with such foreclosure. In case foreclosure is commenced, the mortgage is mortgage shall have the right to enter the premises, take possession, lect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage shall extend to the applications which have been issued or may here to such as a proper contraction of the transf
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Before me, a Notary Public, personally appeared the within named Clayton E. Charley and Nancy J. Charley, his wife, and acknowledged the foregoing instrument to be their voluntary d deed. WITNESS my hand and official seal the day and year last above written. My Commission expires Aparil 4, 1975 MORTGAGE TO Department of Veterans' Affairs OF OREGON, ounty of Klamath Certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages,	ACKNOWLEDGMENT
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at o'clock 11:27 Am. Wm. D. Milne

June 2nd, 1971

Form L-4-A (Rev. 9-69)

After recording return to: Inana americal
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem Oregon 97310



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