

KNOW ALL MEN BY THESE PRESENTS, That CLAUDIUS ROY PHILLIPS and ZELDA F. PHILLIPS, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by LAWRENCE MUDGETT and BEATRICE LILLIAN MUDGETT, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

(661) The Westerly 15 feet of Lot 2, Block 4, BUENA VISTA ADDITION, Klamath County, Oregon.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances excepting easements and restrictions of record, and those apparent on the land,

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-ful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).⁰

In construing this deed and where the context so requires, the singular includes the plural. 19 71
WITNESS grantor's hand this 12 day of May
Claudius Roy Phillips
(Claudius Roy Phillips)
Zelda F. Phillips
(Zelda F. Phillips)

STATE OF OREGON, County of Klamath) ss.
Personally appeared the above named CLAUDIUS ROY PHILLIPS and ZELDA F. PHILLIPS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Margaret Hobe
Notary Public for Oregon
My commission expires Jan 19, 1974
NOTE—The sentence between the symbols ①. If not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

CLAUDIUS ROY
PHILLIPS, et ux,

TO

LAWRENCE MUDGETT,
et ux

AFTER RECORDING RETURN TO

No. Walker Realty
430 S 5th St
Klamath Falls, Or.

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

FEE \$1.50

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instru-
ment was received for record on the
11th day of August, 19 71,
at 4:20 o'clock P.M., and recorded
in book 111 on page 8452
Record of Deeds of said County.
Witness my hand and seal of
County affixed.

Wm. D. MILNE

COUNTY CLERK

By Hazel D. Dwyer Deputy

8454

8. 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 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 and seals this 11 day of August, 1971.

Wilbur G. Haskins (Seal)

Mary D. Haskins (Seal)

ACKNOWLEDGMENT

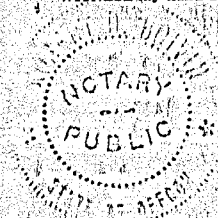
STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Wilbur G. Haskins and Mary

L. Haskins, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

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



Robert L. Brown
Notary Public for Oregon

My Commission expires 10/4/72

MORTGAGE

L-83786

FROM TO Department of Veterans' Affairs

STATE OF OREGON,

County of KLAMATH } ss.

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

No. M 71 Page 8453 on the 12 day of AUGUST, WM. D. MILNE County CLERK

By Blazel Drazil Deputy.

Filed AUGUST 12 1971 11:00 at o'clock AM

County KLAMATH By Blazel Drazil Deputy.

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310

FEE \$3.00

OR
FD-1 (Rev. 5-71)