

SEP 2 11 04 AM 1971

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29-1196

WARRANTY DEED

Vol. 471 Page 9296

CLIFFORD H. MACY and LOIS E. MACY, husband and wife, hereinafter called grantors, conveys to PRESTON C. ENSOR and MARY ENSOR, husband and wife, all that real property situate in the County of Klamath, State of Oregon, described as:

A piece or parcel of land situated in the North half of the Southeast quarter of the Northwest quarter, (N 1/2 SE 1/4 NW 1/4) of Section 11, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, and more fully described as follows: Beginning at a point in the center line of 60 foot roadway, from which the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, and as marked on the ground by an iron pin driven therein, bears South 89° 44 1/2' West along the said roadway center line 1616.6 feet to a point in the West boundary of the said Section 11, and North 0° 13 1/2' West 1662.5 feet to the said section corner, and running thence North 0° 01' West 331.3 feet to a point in the Northerly boundary of the said North half of the Southeast quarter of the Northwest quarter (N 1/2 SE 1/4 NW 1/4) of Section 11; thence North 89° 47' East along said boundary line 65.7 feet; thence South 0° 01' East 331.15 feet, more or less, to an intersection with the center line of the above mentioned roadway; thence South 89° 44 1/2' West along said roadway center line 65.7 feet, more or less to the point of beginning.

and covenant that grantor is the owner of the above described property free of all encumbrances except reservations, restrictions, easements and rights of way of record and those apparent upon the land; rules, regulations, liens and assessments of water users and sanitation districts; 1971-72 taxes are now a lien but not yet payable; and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is Thirteen Thousand Seven Hundred and No/100ths (\$13,700.00) DOLLARS.

The foregoing recital of consideration is true as I verily believe.

Dated this 31 day of August, 1971.

Clifford H. Macy
Lois E. Macy

STATE OF OREGON)
County of Klamath) ss.

August 31, 1971.

Personally appeared the above named CLIFFORD H. MACY and LOIS E. MACY husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Leroy F. Tucker
Notary Public for Oregon
My Commission expires: April 9, 1973

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 2nd day of Sept. A. D., 1971 at 11:04 o'clock A. M., and duly recorded in Vol. 471 of Deeds on Page 9296.

Fee \$1.50

By *WM. D. MILNE* County Clerk

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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 1 day of September, 1971.

Preston C Ensor (Seal)
Mary Ensor (Seal)

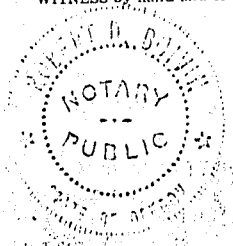
ACKNOWLEDGMENT

STATE OF OREGON, } ss.
County of Klamath

Before me, a Notary Public, personally appeared the within named Preston C. Ensor and Mary Ensor

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.



Robert D. Smith
Notary Public for Oregon
My Commission expires 10/4/72

MORTGAGE

L-84350-K

FROM TO Department of Veterans' Affairs

STATE OF OREGON, } ss.
County of Klamath

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

No. M71 Page 9297 on the 2nd day of Sept. Wm. D. Milne County Clerk

By *Cynthia Campbell* Deputy.

Filed Sept. 2, 1971 at o'clock 11:04 AM Wm. D. Milne

County Clerk By *Cynthia Campbell* Deputy.

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS Fee \$3.00
KCR General Services Building
Salem, Oregon 97310

Form L-4 (Rev. 5-71)

SP-65806-274