

KNOW ALL MEN BY THESE PRESENTS, That JIMMIE LEE HARGROVE and SHARON LEE HARGROVE, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by JOAN FAITH BRITT and MILTON BAILEY BRITT, her husband,

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:

Lot 16 in Block 4 of SECOND ADDITION TO SUNSET VILLAGE, Klamath County, Oregon.

SUBJECT TO:

1. Reservations, restrictions, rights of way of record and those apparent on the land.
2. 1971-72 taxes, a lien not yet payable.
3. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder.
4. Liens and assessments of Klamath Project and Enterprise Irrigation District and regulations, contracts, easements, and water and irrigation rights in connection therewith.
5. The property under search is within the boundaries of the South Suburban Sanitary District, and is subject to the regulations, liens, assessments and laws relating thereto.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 except as above stated and SUBJECT TO:

6. Restrictions, set back lines and utility easements as set forth in the Plat and Dedication of Second Addition to Sunset Village.
7. Declaration of conditions and restrictions, including the terms and provisions thereof, as set forth in instrument dated April 7, 1970, recorded April 8, 1970 in M-70 at page 2738.

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful 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 \$27,500.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 24 day of September, 1971.

Jimmie Lee Hargrove
Sharon Lee Hargrove

STATE OF OREGON, County of Klamath) ss. September 24, 1971.
Personally appeared the above named Jimmie Lee Hargrove and Sharon Lee Hargrove husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: *Luen Mary Vogel*
Notary Public for Oregon
My commission expires 3-8-74

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO

Bowin & Bowin

No.

(DON'T USE THIS SPACE, RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

Fee \$1.50

STATE OF OREGON,

County of Klamath) ss.

I certify that the within instrument was received for record on the 29 day of Sept., 1971, at 3:08 o'clock P.M., and recorded in book M71 on page 10340. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By *Cynthia C. Hargrove* Deputy

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NOTE AND MORTGAGE

THE MORTGAGOR, Joan Faith Britt and Milton Bailey Britt, husband and wife

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 Klamath
Lot 16 in Block 4 of SECOND ADDITION TO SUNSET VILLAGE, Klamath County, Oregon.

SEP 29 3 08 PM 1971

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, ventilating, water and irrigating systems; screens, doors, window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any 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 Twenty Four Thousand Five Hundred and no/100----- Dollars

(\$24,500.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Twenty Four Thousand Five Hundred and no/100----- Dollars (\$24,500.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9----- percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$157.00----- on or before November 1, 1971----- and \$157.00 on the first of each month----- thereafter, plus one-twelfth of----- the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before October 1, 1996.

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment 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.

Dated at Klamath Falls, Oregon

September 16, 1971

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

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;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolition 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 commit or suffer any waste;
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;
6. 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;
7. 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 mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

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 16 day of September 1971.

Joan Faith Britt (Seal)
Joan Faith Britt

Milton Bailey Britt (Seal)
Milton Bailey Britt

ACKNOWLEDGMENT

STATE OF OREGON,
County of Klamath } ss.
Before me, a Notary Public, personally appeared the within named Joan Faith Britt and Milton Bailey Britt her husband 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.
Sueen Mary Vogel
Notary Public for Oregon
My Commission expires 3-8-74

MORTGAGE

FROM TO Department of Veterans' Affairs L. 84745-P
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. M71 Page 10341 on the 29th day of September Wm. D. Milne County Clerk.
By *Capitula Ambrose* Deputy.
Filed September 29, 1971 at o'clock 3:08 PM. Wm. D. Milne
County Clerk By *Capitula Ambrose* Deputy.

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