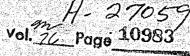
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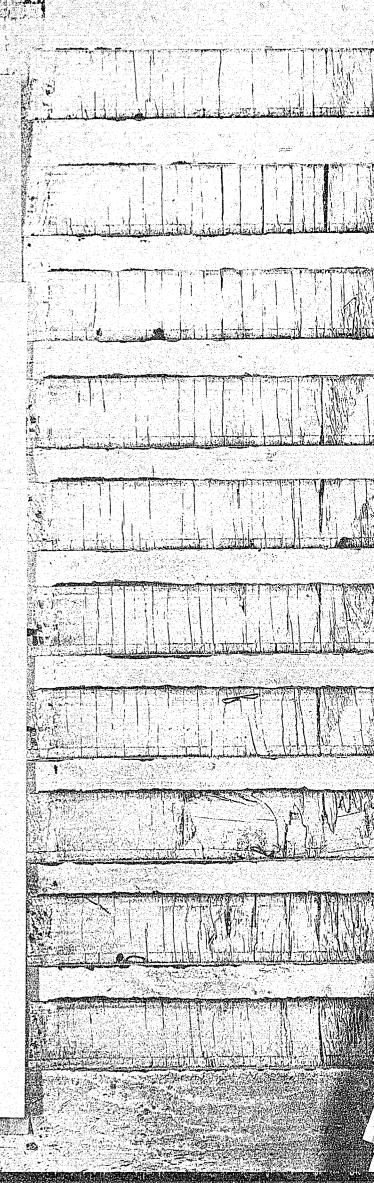
NOTE AND MORTGAGE



THE MORTGAGOR CLYDE C. BURT and JOYCE D. BURT, husband and wife

PARCEL 1: A parcel of land located in the SLSW, of Section 5, Township 40 South, Range 10 E.W.M., more particularly described as follows: Beginning at a point, which is located East 854.37 feet and North 00°48'30" West, 30.0 feet from the Southwest corner of Section 5, Township 40 South, Range 10 E.W.L., said point also being on the Northerly right of way line of Dehlinger Lane; thence North 9°12'44" West, 817.01 feet to a point; thence South 83°01'45" West, 332.0 feet, more or less, to a point, said point being on the East line of the Great Borthern Railroad right of way; thence South 24°17'30" East on said right of way, 865.4 feet to a point on the Northerly right of way line of Dehlinger Lane; thence Last, along said right of way line 100.0 feet, more or less, to the point of beginning.

PARCEL 2: A parcel of land located in the SLSWk of Section 5, Township 40 South, Range 10 E.W.N., more particularly described as follows: Beginning at a point which is located East 1005.40 feet and North 00°48'30" West 30.00 feet from the Southwest corner of Section 5, Township 40 South, Range 10 E.W.M., said point also being on the Northerly right of way line of Dehlinger Lane; thence North 00°48'30" West 839.57 feet to a point; thence South 63°01'45" West 272.00 feet to a point; thence South 9°12'44" East 817.01 feet to a point on the Northerly right of way line of Dehlinger Lane; thence East along said right of way line 151.03 feet to the point of beginning.



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; cabliets, build-ins, linoleums and, flor 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 Ten Thousand and No/100--(\$10,000.00---), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Thirty Six Thousand Four Hundred Two and 34/100nced by the following promissory note: I promise to pay to the STATE OF OREGON: Thirty Six Thousand Four Hundred Two and 34/100-interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9--interest from the date of initial disbursement by the State of Oregon, at the rate of .--_____Dollars (\$.10,000.00=), with Ten Thousand and No/100-----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: \$276.00 -----on or before September 1, 1976s 276.00 on the 1st 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 principal, the remainder on the principal. Dated at ... Klamath Falls, Oregon 19, 18-76 X

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

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated. October 11, 1974 and recorded in Book M74 page 13382 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$.36,000,00 and this mortgage is also given as security for an additional advance in the amount of \$.10,000,00 together with the balance of indebtedness 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 foreelosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES

- 1. To pay all debts and moneys secured hereby:
- 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;
- 2. 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 promises for any objectionable or unlawful purpose;
- 5. Not to permit any tax, assessment, ilen, 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 role;
- acounces to bear interest as provided in the cost.

 To keep all suitlings unceasingly inspeed during the term of the mortgage, against loss by fire and such other hozards 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 full of all premiums all such insurance shall be made naviable to the mortgage; insurance shall be kept in force by the mortgage; in case of foreclosure until the period of redemption expires;

10985

- 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;

Mark.

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 mortgager 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 mortgage given before the expenditure is inade, other than those specified in the application, except by written permission of the mortgage given before the expenditure is inade, shall cause the entire indebteness at the option of the mortgage to become immediately due and payable without notice and this mortgage subject to foreclosure.
The fallure 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.

mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs

IN WITNESS WHEREOF, The mortgagors	s have set their hands and seals this day ofJuly
en grande Grande Grande Grand Grande Grande Grand	X Olejske O. Briest (Seal)
	Sagle Sut (Seal
	(Seal
	ACKNOWLEDGMENT
STATE OF OREGON,	$\begin{cases} \mathbf{S}_{\mathbf{S}} & \text{if } \mathbf{S} \neq \mathbf{S} \end{cases}$
County of	
Before me, a Notary Public, personally a	appeared the within named CLYDE C. BURT and JOYCE D.
BURT	his wife and acknowledged the foregoing instrument to be their voluntar
act and deed. 37	Suaw Tay Way
	C. Landy and April 1988
WITNESS my hand and official seal the	day and year last above written. Susan Kay Way Notory Public for Oregon
WITNESS my hand and official seat the	Notary Public for Oregon My commission expires 4/4//9777
WITNESS my hand and official seal the	Nolary Public for Oregon
WITNESS my hand and official seal the	Notary Public for Oregon My commission expires 4/4//9777
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FROMSTATE OF OREGON.	My Commission expires My Commission expires My Commission expires MORTGAGE TO Department of Veterans' Affairs \$25.
FROM STATE OF OREGON, County of KLAMATH I certify that the within was received and	Molary Public, for Oregon My commission expires My Commission expires MORTGAGE TO Department of Veterans' Affairs L
FROM STATE OF OREGON, County of KLAMATH I certify that the within was received and	My Commission expires My Commission expires My Commission expires MORTGAGE TO Department of Veterans' Affairs \$25.
FROM STATE OF OREGON, County of KLAMATH I certify that the within was received and No.M. 76. Page 1.0984, on the 2.0th. day By Hay L July.	Molary Public for Oregon My commission expires My Commission expires MORTGAGE To Department of Veterans Affairs as Affairs L County Records Book of Mortgage of JULY 1976 WM.D.RILLNE KLAMATH County CLERK Deputy, Tat o'clocky: 11;02. Again
FROM STATE OF OREGON. County of KLAMATH I certify that the within was received and No. M. 7.5. Page 1.0984 on the 2.0kh day By Hay L. J.	My Commission expires My Commission expires MORTGAGE TO Department of Veterans' Affairs Affairs Affairs To Department of Veterans' A
FROM STATE OF OREGON, County of KLAMATH I certify that the within was received and No.M. 76. Page 10984 on the 20th. day By Har J. Jack Filed JULY 20th 1976 Klamath Falls; Oregon	Molary Public for Oregon My commission expires My Commission expires MORTGAGE To Department of Veterans Affairs as Affairs L County Records Book of Mortgage of JULY 1976 WM.D.RILLNE KLAMATH County CLERK Deputy, Tat o'clocky: 11;02. Again

