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## NOTE AND MORTGAGE

Vol. 71 Page

7649

BENNY W. TOFELL and BARBARA K. TOFELL

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

The SW 1/4 NE 1/4, the S 1/2 SE 1/4 NE 1/4, the N 1/2 SE 1/4, and the E½ SE½ SE½ less the South 628 feet thereof, all in Section 22, Township 38 South, Range 11½ East of the Willametter Meridian.

EXCEPTING THEREFROM those portions lying within the County Road Right-of-Way.

TOGETHER WITH the following described mobile homes which are firmly affixed to the property: 1. 1970 BRKWD, 20x40 mobile home, Serial No. B20442FER1912, Assessors No. 133604.

2. 1961 KIT, 10x48 mobile home, Serial No. FASL50X2SS4, Assessors No. 34354.

together with the tenements, heriditaments, 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 sintubery, flora, or timber now growing or hereafter planted or growing thereon; and any land, and all of the rents, issues, and profits of the mortgaged property;

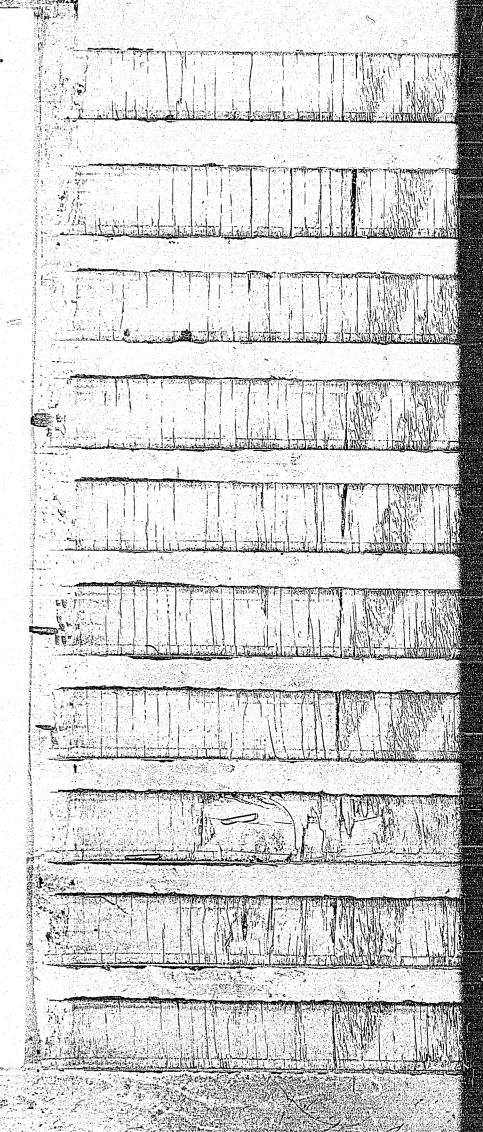
(\$ 114,400.00 and interest thereon, evidenced by the following promissory note:

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;
- 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 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;



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- 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.

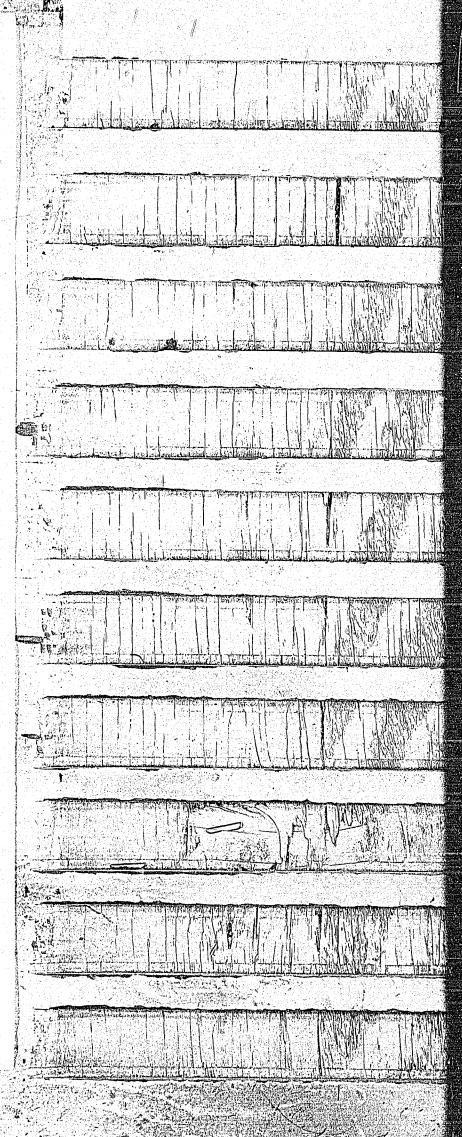
Upon the breach of any covenant of the mortgage, the mortgages shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgages shall have the right to the appointment of a receiver 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 hereio.

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.

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IN WITNESS WHEREOF, The mortgagors have set	their hands and seals this day of	19.77
	1111	
	Dere 11 1	(Seal)
	Benny W/Tofell	(Scar)
	Barbara K Defell	(Seal)
	Barbara K. Tofell /	
		(Seal)
ACk	KNOWLEDGMENT	
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County of Klamath		
Before me, a Notary Public, personally appeared the	within named Benny W. Tofell and Barbara	K. Tofel
	wife, and acknowledged the foregoing instrument to be their	voluntary
act and deed.		1
WITNESS by hand and official seal the day and year	last above written.	
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	MORTGAGE	
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FROM	TO Department of Veterans' Affairs	
STATE OF OREGON,		
		an in a company of
County of		
I certify that the within was received and duly reco	rded by me inKlamath	Mortgages,
MID DATE	Carlo Marian Report of the Klamath	he Arm
No. 14./ Page Off you the day of .May	William D. Milne , County Clerk	
By Josef Land	"Deputy,	auto incongres en La companya en
Filed May 4, 1977 at o	'clock	
Klamath Clerk, William D. Mj	ilno By Hazel Duage	, Deputy.
General Services Building	\$6.00	
Salem, Oregon 97310 Form L-4 (Rev. 5-71)	조존화관련은 사람이 그 경우 아이들은 아이트	
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Secretary Transmission