

NOTE AND MORTGAGE

A-29363

THE MORTGAGOR, Samuel W. Prescott and Beverly Gale Prescott, aka Beverly G. Prescott

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:

PARCEL 1:

The West 435 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36 Township 40 South, Range 11 East of the Willamette Meridian.

PARCEL 2:

All of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and that portion of the W $\frac{1}{4}$ SE $\frac{1}{4}$ lying North and above the Shasta View Low Line Canal, all in Section 5, Township 41 South, Range 12 East of the Willamette Meridian, and also

All that part of the N $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 41 South, Range 12 East of the Willamette Meridian lying Northerly of and from the North boundary line of the line of right-of-way of lowland ditch of Shasta View Irrigation District;

LESS: Beginning at a point at the intersection of the South line of the County Road and the East line of the SW $\frac{1}{4}$ of Section 5, which point is approximately 30 feet South of the center of Section 5, and extending Westerly 10 feet to the center of the road along the East line of the SW $\frac{1}{4}$ of Section 5; thence South 0°15' West 167.6 feet to the true point of beginning; thence from the true point of beginning South 0°15' West 195.5 feet along the center of the said road; thence South 48°06' West 367.3 feet along the center of said road; thence South 20°11' West 214.5 feet along the center of the said road; thence North 66°25' West 293.2 feet along the center line of the said road; thence North 25°53' East 592.5 feet, thence South 88°51' East 358.2 feet to the true point of beginning;

ALSO LESS: Beginning at a point 30 feet East and 30 feet South of the quarter section corner on the West line of Section 5 and running thence South 0°15' East along the East line of the Poe Valley Road 513.2 feet to the North line of the Shasta View Irrigation District Ditch thence South 81°41' East 506.0 feet to a point on the North line of the Shasta View Irrigation District Ditch; thence North 0°42' West 591.3 feet to a point on the South line of the County Road; thence South 89°40' West 495.2 feet to the point of beginning.

EXCEPTING the following: Beginning at a point being that certain point of intersection of the centerline of Transformer Road with the East line of Section 5; thence South 91 yards to a point; thence West 89 yards to a point; thence North 91 yards to the Center of Transformer Road; thence East 89 yards to the point of beginning, being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 41 South, Range 12 East of the Willamette Meridian.

July 10

1970

Beverly Gale Prescott

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 April 13, 1970, and recorded in Book M70, page 2859, Mortgage Records for Klamath

County, Oregon, which was given to secure the payment of a note in the amount of \$53,950.00, and this mortgage is also given as security for an additional advance in the amount of \$42,210.00, 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 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;

JUL 10

