

THE MORTGAGOR,

LLOYD M. JENSEN AND HAZEL W. JENSEN, 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

A piece or parcel of land situated in a portion of the South half of the Northwest Quarter and a portion of Lot 2, all being in Section 29, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at a point from which the West Quarter Corner of Section 29, Township 39 South, Range 10 East of the Willamette Meridian bears South 89° 40' West 954.2 feet; and North 0° 07' 31" East 483.2 feet (said point being the Southwest corner of a parcel conveyed by Chas. E. Drew, et ux., to Wm. B. Decker, et ux., by deed recorded October 12, 1954, in Volume 269, Page 616) thence North 589.3 feet to a point; thence North 89° 40' East 2085.04 feet to an intersection with a survey line marking the USBR Westerly right of way of the Lost River Diversion Reservoir; thence following said right of way South 17° 57" West 421.57 feet to a point; thence continuing along said right of way line South 147.31 feet to a point; thence West 24.0 feet to a point; thence South 2° 0' East 41.99 feet to an intersection of the USBR Westerly right of way line and the South boundary of this description; thence South 89° 40' West 1932.71 feet to the true point of beginning of this description.

PARCEL 2

A piece or parcel of land situated in a portion of the SW¼NW¼, SE¼NW¼ and the NW¼SW¼ and a portion of Government Lots 2 and 3, Section 29, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at a point on the West line of Section 29, Township 39 South, Range 10 East of the Willamette Meridian from which the West Quarter Corner of Section 29 bears South 0° 07' 30" West 483.2 feet; thence North 89° 40' East 2886.31 feet to an iron pin marking the USBR Westerly right of way of Lost River Diversion Reservoir; thence following said right of way South 2° 00' East 80.61 feet to a point; thence South 18° 13' West 627.55 feet to an iron pin marking the USBR Westerly right of way and South boundary of this description; thence South 89° 40' West, 2695.62 feet to a point on the West line of Section 29, Township 39 South Range 10 East of the Willamette Meridian; thence following said Section line North 0° 18' 50" East, 192.46 feet; thence North 0° 07' 30" East, 483.2 feet to the point of beginning.

PARCEL 3

A parcel of land situated in the E¼NE¼ Section 13, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point marked with a ½ inch iron pin, located North 89° 30' 48" West 30.00 feet (West 30.00 feet by D. V. M-66, 7919) and South 00° 29' 12" West 1114.32 feet (South 1096.66 feet by D. V. M-66, 7919) from the Northeast corner of said Section 13 as established by recorded Survey No. 1751, said point being on the West boundary of the Klamath Falls-Morrill Highway; thence South 00° 21' 13" West (South by D.V. M-66, 7919) along the West boundary of said Highway 109.00 feet to a ½ inch iron pin; thence North 89° 38' 47" West (West by D. V. M-66, 7919) 174.40 feet to the Easterly right of way line of the Enterprise Irrigation District Canal; thence Northerly along the Easterly line of said canal to a ½ inch iron pin that is South 81° 05' 43" West (South 80° 44' 30" West by D. V. M-66, 7919) 163.60 feet from the point of beginning; thence North 81° 05' 43" East (North 80° 44' 30" East by D. V. M-66 7919) 163.60 feet to the point of beginning, with bearings based on the East line of said Section 13 to be South 00° 12' 57" West.

Insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

79 MAR 9 AM 10 57

5445

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 One Hundred Seven Thousand Nine Hundred Ninety Three and no/100 Dollars (\$107,993.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Twenty Seven Thousand Six Hundred Six and 61/100 Dollars (\$27,606.61),

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
One Hundred Thirty Five Thousand Five Hundred Ninety Nine and 61/100 Dollars (\$135,599.61), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of _____ 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: \$9,013.00 on or before May 1, 1980 and \$9,013.00 on the 1st of each May thereafter, plus 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.

The due date of the last payment shall be on or before May 1, 2019.

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

March 8, 1979

LLOYD M. JENSEN

HAZEL W. JENSEN

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 November 27, 1974, and recorded in Book M74, page 15235 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$28,500.00, and this mortgage is also given as security for an additional advance in the amount of \$107,993.00, 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;

Li-
undary
st
y
(West
ne of
the
1° 05'
t from
44'
ing,
outh

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 8th day of March, 19 79

LLOYD M. JENSEN (Seal)

HAZEL W. JENSEN (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Lloyd M. Jensen and

Hazel W. Jensen, his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

W. Berlene T. Addington
Notary Public for Oregon

My Commission expires 3-22-81

MORTGAGE

L- P08121

FROM _____ TO Department of Veterans' Affairs

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. M79 Page 5445 on the 9th day of March, 1979 Wn. D. Milne Klamath County Clerk

By Bernard H. Hirsch Deputy.

Filed March 9, 1979 at o'clock 10:57 AM

Klamath Falls, Oregon

County Klamath

By Bernard H. Hirsch Deputy

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

Fee \$6.00