

51789
THE MORTGAGOR, DOUGLAS S. WOODS

NOTE AND MORTGAGE

K-33005
VOL. 50 PAGE 4700

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

Beginning at a point 880 feet North of the Southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30, Township 39 South, Range 11 E.W.M., thence Northerly 300 feet; thence Westerly 869 feet to the East boundary of Harpold Road; thence Southerly along the East boundary of Harpold Road 300 feet; thence Easterly 875 feet to the point of beginning, containing 6.02 acres, more or less.

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 Fifty Thousand and no/100----- Dollars

(\$ 50,000.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON		Fifty Thousand and no/100-----
Dollars (\$ 50,000.00-----), 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:		
\$ 297.00-----	on or before May 15, 1980-----	and \$297.00 on the
15th of every month-----	hereafter, 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 April 15, 2010-----		
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	Douglas S. Woods
March	12	1980

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 12 day of March, 19 80

Douglas S. Woods (Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

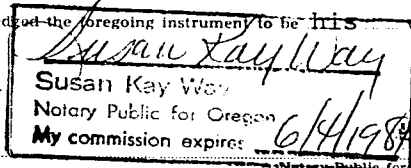
STATE OF OREGON,

County of KLAMATH } ss.

Before me, a Notary Public, personally appeared the within named DOUGLAS S. WOODS

~~XXXXXX~~ and acknowledged the foregoing instrument to be his voluntary act and deed.

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



My Commission expires

MORTGAGE

L- P33891

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. 1130, Page 4700, on the 12th day of March, 1980, at 121 D. MILNE Klamath County Clerk

By Richard H. Ketch, Deputy.

Filed March 12, 1980 at o'clock 1:55 P. M.

Klamath Falls, Oregon

County Klamath

By Richard H. Ketch, Deputy.

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

Fee \$7.00

K-33005

JOINT DRIVEWAY EASEMENT AND AGREEMENT

THIS AGREEMENT, made and entered into by and between
THEODORE ZANE CLAWSON and SHARON L. CLAWSON, husband and wife, and
DOUGLAS S. WOODS, this 29 day of February, 1980.

WITNESSETH:

WHEREAS, THEODORE ZANE CLAWSON and SHARON L. CLAWSON,
husband and wife, own the following described real property
located in Klamath County, Oregon:

Beginning at a point 580 feet North of the Southeast
corner of the W 1/2 SE 1/4, Section 30, Township 39
South, Range 11 E. W. M., thence Northerly 300 feet;
thence Westerly 875 feet to the East boundary of Harpold
Road; thence Southerly 300 feet, more or less, along
said East boundary of Harpold Road; thence Easterly 905
feet to the point of beginning, containing 6.14 acres,
more or less.

WHEREAS, DOUGLAS S. WOODS owns the following described
adjacent real property located in Klamath County, Oregon:

Beginning at a point 830 feet North of the Southeast
corner of the W 1/2 SE 1/4 of Section 30, Township 39
South, Range 11 E. W. M., thence Northerly 300 feet;
thence Westerly 869 feet to the East boundary of Harpold
Road; thence Southerly along the East boundary of
Harpold Road 300 feet; thence Easterly 875 feet to the
point of beginning, containing 6.02 acres, more or less.

WHEREAS, THEODORE ZANE CLAWSON and SHARON L. CLAWSON,
husband and wife and DOUGLAS S. WOODS jointly desire to create an
easement over and across the property of the other for a joint
driveway,

NOW, THEREFORE, in consideration of the mutual promises
herein contained, THEODORE ZANE CLAWSON and SHARON L. CLAWSON,
husband and wife, grants to DOUGLAS S. WOODS, his heirs, successors
and assigns, a perpetual nonexclusive easement to use a strip of
land more particularly described as follows:

The Southerly 20 feet more or less, of a strip of land

40 feet wide situated in the SW 1/4 SE 1/4 of Section 30 Township 39 South, Range 11 E. W. M., more particularly described as follows:

Beginning at a point on the Easterly right of way line of Harpold Road which bears North 880 feet and West 875 feet from the Southeast corner of said SW 1/4 SE 1/4; thence North along the East line of Harpold Road a distance of 20 feet; thence East 340 feet; thence South 40 feet; thence West 341.5 feet, more or less, to the East line of Harpold Road; thence North along said line 20.4 feet, more or less, to the point of beginning.

AND DOUGLAS S. WOODS grants to THEODORE ZANE CLAWSON and SHARON L. CLAWSON, husband and wife, their heirs, successors and assigns, a perpetual nonexclusive easement to use a strip of land more particularly described as follows:

The Northerly 20 feet more or less, of a strip of land 40 feet wide situated in the SW 1/4 SE 1/4 of Section 30 Township 39 South, Range 11 E. W. M., more particularly described as follows:

Beginning at a point on the Easterly right of way line of Harpold Road which bears North 880 feet and West 875 feet from the Southeast corner of said SW 1/4 SE 1/4; thence North along the East line of Harpold Road a distance of 20 feet; thence East 340 feet; thence South 40 feet; thence West 341.5 feet, more or less, to the East line of Harpold Road; thence North along said line 20.4 feet, more or less, to the point of beginning.

This easement shall be perpetual, is appurtenant to the real property described herein, and is granted subject to all prior easements or encumbrances of record.

It is further agreed between the parties, their heirs, successors and assigns, that they shall mutually share in equal proportions the expenses of maintaining the said driveway.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.


THEODORE ZANE CLAWSON


DOUGLAS S. WOODS


SHARON L. CLAWSON

STATE OF OREGON)
) ss.

County of Klamath)

Personally appeared THEODORE ZANE CLAWSON and SHARON L. CLAWSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/1997
NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
) ss.

County of Klamath)

Personally appeared DOUGLAS S. WOODS and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/1997
NOTARY PUBLIC FOR OREGON

After recording return to:

Mr. Douglas S. Woods
1340 Gamerra Drive
Klamath Falls, Oregon
97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.
this 11th day of March, A. D. 1990 at 1:55 o'clock P. M., and
fully recorded in Vol. 480, of Books on Page 4702.

By Wm D. MILNE, County Clerk
Wm D. Milne
Fee \$10.50

JOINT DRIVEWAY EASEMENT AND AGREEMENT, PAGE THREE.

Until a change is requested, ^{K-3595} all tax statements shall be sent to the following address: _____

Vol. 1780 Page 1701

WARRANTY DEED

JOHN D. MONFORE and JANET L. MONFOPE, husband and wife, hereinafter referred to as Grantors, do hereby grant, bargain, sell and convey unto STEVEN C. JOSSE and MARY ANN JOSSE, husband and wife, hereinafter referred to as Grantees, their heirs, successors and assigns, that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows:

Lot 7 in Block 5 of First Addition to Pine Grove Ponderosa, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: (1) Easement, including the terms and provisions thereof, given by Lloyd J. Goble, Administrator of the Estate of Judson G. Goble to the Pacific Telephone and Telegraph Company, a California corporation, dated May 12, 1942, recorded August 1, 1942, in Volume 149, page 44, Deed Records of Klamath County, Oregon.

(2) Reservations and restrictions in the dedication of First Addition to Pine Grove Ponderosa, as follows: "...subject to public utility easements, telephone line easement, and building setback lines, all of the width and in the location shown on the annexed map, said plat also being subject to additional restrictions shown in any recorded protective covenants."


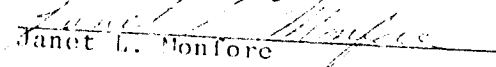
(3) Declaration of Conditions and Restrictions for First Addition to Pine Grove Ponderosa, including the terms and provisions thereof, recorded December 22, 1969, in Volume M69, page 10609, Deed Records of Klamath County, Oregon.

to have and to hold the same unto Grantees, their heirs, successors and assigns forever.

Grantors hereby covenant to and with said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of the above-granted premises, free and clear of all encumbrances, except those noted above, and that Grantors 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 is \$79,250.00.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 11 day of March, 1980.


John D. Monfore

Janet L. Monfore

STATE OF OREGON)
County of Klamath) ss.

170

Before me this 12th day of March, 1980, personally appeared the above-named JOHN D. MONFORE and JANET J. MONFORE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Ronald V. Brown
Notary Public for Oregon
My Commission Expires: 11-12-82

OREGON; COUNTY OF KLAMATH; ss.

Record at request of Klamath County Title Co.

12th day of March A. D. 1980 at 1:55 clock P. M. and

Recorded in Vol. 1110, of Deeds on Page 4205

Wm. D. MILNE, County Clerk

By Ronald V. Brown

Fee \$7.00