d 8869-401. M AND MORTGAGE

THE MORTGAGOR. Donald G. Mathis and Klara M. Mathis, Husband and

Wifebush

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow ing described real property located in the State of Oregon and County of Klamath

A piece or parcel of land situate in portions of Government Lots 1 and 2 in Section 34, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: IT E IT TO BE IN THE ITEMATIVE

Beginning at a point on the Southeasterly right of way line of U.S. Highway 97 as the same is presently located and constructed, from which point the meander as the same is presently located and constructed, from which point the meander corner of the 1858 Meander Line common to Sections 27 and 34, Township 40 South, Range 8 East of the Willamette Meridian bears North 15 58' 10" West 174.6 feet distant; thence South 15 58' 10" East along the adjusted 1858 Meander Line, as established during Record Survey No. 1938, 194.1 feet to Angle Point No. 1; thence South 31 07' 05" West along said Meander Line 808.45 feet to Angle Point No. 2; thence South 23 06' 50" East along said meander line 769.6 reet to Angle Point No. 3; thence South 5 38' 20" West along said meander line 300.0 feet to a point; thence North 57 38' West 931.63 feet to a point on the Southerly right of way line of U.S. Highway 97 as the same is presently located and constructed: of way line of U.S. Highway 97 as the same is presently located and constructed; 22' East along said Southeasterly right of way line 1641.36 feet to the thence 32 point of beginning.

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; cannets, built-in, tholeums and floor coverings, built-in stoves, overs, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter planted or growing thereon; and any installed in or on the premises; and any shrubbery floor, or timber, now growing or hereafter planted or growing thereon; and 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;

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to secure the payment of Fifty Eight Thousand and no/100- $F_{\lambda,\lambda}$

(\$58,000.00----), and interest thereon, evidenced by the following promissory note:

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	I promise to pay to the STATE OF OREGON Fifty Eight Thousand and no/100
	Dollars (\$30 t 000 and
d S	nitial disbursement by the State of Oregon, at the rate of
	345.00 on or before October 15, 1980 and 345.00 on the
	15th of every month———thereafter, plus One-twellth of every month——thereafter, plus One-twellth of every month
s	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
	The due date of the last payment shall be on or before September 15, 2010
t	In the event of transfer of ownership of the premises or any part thereof, I will continue to be hable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.
/ . T -	This note is secured by a mortgage, the terms of which are made a part hereof
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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:

- negative (put) so ret; so there is an animal to the property to the property of the party of the 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 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 of the mortgage given before the expenditure is made, 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

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 mortgage 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 of the faller of college, of animone,

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			Donald	G. Mathis	United States	(Seal)
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Before me, a No	tary Public, personally ap	peared the within n	amed Don	ald G. Mathi	s and Klara M	
Mathis						***************************************
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WITNESS by har	nd and official seal the day	y and year last above	e written.)	William J. C.	,
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