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THE MORTGAGOR, LARRY D. CROWLEY and A. LYNETTE CROWLEY, husband and wife

38-21675-m NOTE AND MORTGAGE

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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

PARCEL 1:

The area

Tracts 16 and 17 of said 400 Subdivision, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM a tract of land described as

Beginning at the Northeast corner of said Tract 16, marked by a 5/8 inch by 30 inch iron pin; thence North 89° 32' West along the South line of Lombardi Lane, 395 feet to a 5/8 inch by 30 inch iron pin; thence South 00° 28' West 150.00 feet to a 5/8 inch by 30 inch iron pin; thence South 89° 32' East 583.60 feet to a 5/8 inch by 30 inch iron pin; thence continuing South 89° 32' East 18.64 feet to the apparent centerline of the Klamath Trigation District Canal and the apparent centerline of the Klamath Irrigation District Canal and the Easterly line of said Tract 17; thence North 25° 46' West along said line 167.22 feet to the South line of said Lombardi Lane and the Northeast corner of said Tract 17; thence North 89° 32' West 18.64 feet to a 5/8 inch by 30 inch iron pin; thence continuing North 89° 32' West 114.68 feet to the point of beginning.

PARCEL 2:

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A tract of land situated in Tract 16 and 17, 400 Subdivision, a duly recorded subdivision in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Tract 16, marked by a 5/8 inch by 30 inch iron pin; thence North 89° 32' West, along the South line of Lombardi Lane, 395 feet to a 5/8 inch by 30 inch iron pin; thence South 00° 28' West 150.00 feet to a 5/8 inch by 30 inch iron pin; thence South 89° 32' East 583.60 feet to a 5/8 inch by 30 inch iron pin; thence continuing South 89° 32' East 18.64 feet to the apparent centerline of the Klamath Trrigation District canal and the apparent centerline of the Klamath Irrigation District canal and the Easterly line of said Tract 17; thence North 25° 46' West, along said east corner of said Tract 17; thence North 89° 32' West 18.64 feet to a 5/8 inch by 30 inch iron pin; thence continuing North 89° 32' West 114.68 feet to the point of beginning.

i i	initial disbursement by the State of Oregon, at the rate of 5.9 ————————————————————————————————————
5	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:
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si a p	advances shall be fully paid, such payments to be applied first as interest the full amount of the principal interest.
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D	In the event of transfer of ownership of the premises or any part thereof. I will continue to be liable for payment and This note is secured by a morigage, the terms of which are made a part hereof. ated at Klamath Falls, Oregon 97601
	the at internation Fails, Oregon 97601 Same D. Crowley
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nt 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 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; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other provements accordance with any agreement made between the parties hereto; and other parties accordance with a construction within a reasonable time in the parties hereto; and other parties accordance with a construction within a constru 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; in such an amount as of foreclosure until the period of redemption expires;

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(Seal)

Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security volun-tarily 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.

presses with receipts showing payment of the partgator of cest of hirectoriat and started at a second started at

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

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 case the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to forcolosure.

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, it the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall the right to the appointment of a receiver to collect same. collec: have

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 fail 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 it the score of tempter of conception of the bounder development development of the score of tempter of conception of the bounder development development of the bounder development o The dim were of the ten population when we are in home . Other the first of

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IN WITNESS WHEREOF. The mortgagors have set their hands and seals this 29th day of May of a state what or ordered

... (Seal) Larry D. Orowley A. Lynette Crowley ynelle Crowlere

ACKNOWLEDGMENT 14468 96685 STATE OF OREGON. netelefennen en retaile orfadier eren: organisterier ordanister

County of Klamath

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Before me, a Notary Public, personally appeared the within named Larry D. Crowley and

A. Lynette Crowley his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

SS.

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

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My Commission expires 3-22-8

TO Department of Veterans' Affairs

MORTGAGE

P39800

, Deputy.

STATE OF OREGON. County of Klamath

4

FROM

By

I certify that the within was received and duly recorded by me inKlamath

... County Records, Book of Mortgages, M80 Page 9820, on the 30th day of May, 1980 WM. D. MILNE Klamath, County Clerk

Speloch Persotha ..., Deputy.

May 30, 1980 at o'clock 11:14 Av. Klamath Falls, ORegon By Bernetha Shetsch Klamath County-

After recording return to: DEPARTMENT OF VETERANS' AFFAIRS D. D. CSOLD, Fee \$10.50 MILLS? COMPANY General Services Building Salem: Oregon 97310 MOLE VED MUD41CNCO Form L-4 (Rev. 5-71)

19-**4-6**8-2-5

pin; thence South 89° 32' East 583.60 feet to a 5/8 inch by 30 inch iron pin; thence continuing South 89° 32' East 18.64 feet to the apparent centerline of the Klamath Irrigation District Canal and the Easterly line of said Tract 17; thence North 25° 46' West along said line 167.22 feet to the South line of said Lombardi Lane and the Northeast corner of said Tract 17; thence North 89° 32' West 18.64 feet to a 5/8 inch by 30 inch iron pin; thence continuing North 89° 32' West 114.68 feet to the point of beginning.

PARCEL 2:

A tract of land situated in Tract 16 and 17, 400 Subdivision, a duly recorded subdivision in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Tract 16, marked by a 5/8 inch by 30 inch iron pin; thence North 89° 32' West, along the South line of Lombardi Lane, 395 feet to a 5/8 inch by 30 inch iron pin; thence South 00° 28' West 150.00 feet to a 5/8 inch by 30 inch iron pin; thence South 89° 32' East 583.60 feet to a 5/8 inch by 30 inch iron pin; thence continuing South 89° 32' East 18.64 feet to the apparent centerline of the Klamath Trrigation District canal and the apparent centerline of the Klamath Irrigation District canal and the Easterly line of said Tract 17; thence North 25° 46' West, along said line 167.22 feet to the South line of said Lombardi Lane and the North-east corner of said Tract 17; thence North 89° 32' West 18.64 feet to a 5/8 inch by 30 inch iron pin; thence continuing North 89° 32' West 114.68 feet to the point of beginning.