

CHARLES D. NEILL, JR.
mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans Affairs, pursuant to ORS 407.036, the follow-
ing described real property located in the State of Oregon and County of Klamath

The ESW 1/4 of Section 32, Township 40 South, Range 8 East of the Willamette
Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO
THE PROPERTY: Year/1978, Make/Kingswood, Serial Number 8955, Size/14x66.

STATE OF OREGON
COUNTY

NOTICE

MA COMMISSION EXHIBIT

WITNESSETH that the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the foregoing instrument as the same appears from the records of the County of Klamath, State of Oregon.

CHARLES D. NEILL, JR.

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, flowers 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 Forty Seven Thousand and no/100 Dollars
(\$47,000.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Seven Thousand and no/100 Dollars (\$47,000.00) 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:

\$335.00 on or before October 1, 1980
1st of every month thereafter, plus one-twelfth of \$335.00 on the 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 September 1, 2000

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 this 11th day of August, 1980

Charles D. Neill, Jr.

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 with any agreement made between the parties hereto; not to permit the construction of any building 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 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.

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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 breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for all costs and expenses incurred in connection with the foreclosure.

and apply same, the mortgagee shall have the right to enter the premises, take possession, and appoint a receiver to collect same. The covenants and agreements herein shall extend to and be binding upon the heirs, assigns of the respective parties hereto.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

The mobile home described on the face of this document is a portion of the property secured by this Note & Mortgage.

[illegible][illegible]

ACKNOWLEDGMENT

I, _____, of the County of _____, State of Oregon, do hereby certify that the foregoing is a true and correct copy of the _____ of _____, as the same appears from the records of the _____ of the County of _____, State of Oregon.

County of Klamath

Before me, a Notary Public, personally _____

going instrument to be his voluntary

Donna K. Matecon

DONNA K. MATECON
NOTARY PUBLIC FOR OREGON

My Commission Expires *1/21/2015* Notary Public for Oregon

FROM _____
STATE OF OREGON, _____ TO Department of Veterans' Affairs L- P44401
County of Klamath

August 12, 1980
 Klamath Falls, Oregon
 County of Klamath MEIT 18
 at o'clock 11:17 A.M.
 After recording return to:
 DEPARTMENT OF VETERANS AFFAIRS
 General Services Building
 Salem, Oregon 97310
 By Bernetha H. Hetsch
 Fee \$7.00
 Deputy.

MOLE AND MORTGAGE
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